

**North Canton City Council Notice
Special Committee of the Whole Agenda
Monday, January 25, 2016 – 7:00 p.m.**

North Canton City Council will meet as a Committee of the Whole **Monday, January 25, 2016 at 7:00 p.m.** in Council chambers at North Canton City Hall.

Items to be discussed.

1. Community and Economic Development Committee

Chairperson: Marcia Kiesling
Vice Chairperson: Mark Cerreta
Doug Foltz
Dominic Fonte
Dan Griffith
Daniel Peters
Stephanie Werren

Ordinance No. 54 – 2015 An ordinance authorizing the Mayor of the City of North Canton to take all necessary actions to exchange portions of certain parcels of real estate with Michael Shuster.

(The ordinance was tabled October 12, 2015 on its second reading and sent to the Planning Commission for its consideration and recommendation.)

2. Ordinance, Rules and Claims Committee

Chairperson: Stephanie Werren
Vice Chairperson: Doug Foltz
Mark Cerreta
Dominic Fonte
Dan Griffith
Marcia Kiesling
Daniel Peters

- (a) An ordinance amending TITLE THREE – LEGISLATION, of the Codified Ordinances of the City of North Canton specifically CHAPTER 111 – COUNCIL, SECTION 111.01 - MEETINGS: TIME, PLACE, AND RECORDING PROCEDURE.
- (b) An ordinance authorizing all action necessary to establish a governmental electric aggregation program with opt-out provisions pursuant to Section 4928.20 of the Ohio Revised Code for the residents, businesses, and other electric consumers in the City of North Canton, and declaring the same to be an emergency.

- (c) An ordinance amending Part Five - General Offenses Code of the Codified Ordinances of the City of North Canton by the amendment of Chapter 505 Animals and Fowl.

3. Personnel and Safety Committee

Chairperson: Daniel Peters
Vice Chairperson: Dominic Fonte
Mark Cerreta
Doug Foltz
Dan Griffith
Marcia Kiesling
Stephanie Werren

An ordinance authorizing the Mayor of the City of North Canton to enter into an agreement allowing the North Canton Police Department to become a participating agency with the Canton Regional SWAT Cooperative Team, and declaring the same to be an emergency.

4. Street and Alley Committee

Chairperson: Dominic Fonte
Vice Chairperson: Daniel Peters
Mark Cerreta
Doug Foltz
Dan Griffith
Marcia Kiesling
Stephanie Werren

- (a) An ordinance authorizing the Mayor of the City of North Canton, upon Board of Control approval, and on behalf of the City of North Canton, to enter into an agreement to participate in the Ohio Department of Transportation's (ODOT) cooperative purchasing program to contract for the purchase of sodium chloride (rock salt) for the 2016-2017 winter season.
- (b) An ordinance authorizing the Mayor of the City of North Canton, upon Board of Control approval, to enter into an agreement with the Board of Stark County Commissioners for the Everhard Road and Whipple Avenue Improvement Project, and declaring the same to be an emergency.

- (c) An ordinance authorizing the Final Resolution enacted by the City of North Canton, Ohio, hereinafter referred to as the Legislative Authority/Local Public Agency or "LPA", in the matter of the stated described project, and declaring the same to be an emergency.
- (d) An ordinance authorizing the Director of Administration of the City of North Canton to advertise and receive bids according to specifications now on file in the Director's office, and authorizing the Mayor of the City of North Canton, upon Board of Control approval, to enter into a contract for the resurfacing, repaving, replacement, repair, and preventative maintenance of certain City streets, alleys, and parking lots, at a cost not to exceed \$800,000.
- (e) An ordinance authorizing the Director of Administration of the City of North Canton to advertise and receive bids according to specifications now on file in the Director's office, and authorizing the Mayor of the City of North Canton, upon Board of Control approval, to enter into a contract for the Charlotte Street NE Improvements Project, at a total cost not to exceed \$250,000, and declaring the same to be an emergency.
- (f) An ordinance authorizing the Director of Administration of the City of North Canton to advertise and receive bids according to specifications now on file in the Director's office, and authorizing the Mayor of the City of North Canton, upon Board of Control approval, to enter into a contract for the Parkview Avenue NW Rehabilitation Project, at a total cost not to exceed \$300,000.
- (g) An ordinance authorizing the Director of Administration of the City of North Canton to advertise and receive bids according to specifications now on file in the Director's office, and authorizing the Mayor of the City of North Canton, upon Board of Control approval, to enter into a contract for the Sheraton Drive NW Drainage Improvements Project, at a total cost not to exceed \$300,000.
- (h) An ordinance authorizing the Director of Administration of the City of North Canton to advertise and receive bids according to specifications now on file in the Director's office, and authorizing the Mayor of the City of North Canton, upon Board of Control approval, to enter into a contract for the East Maple Street (Westgate @ Walsh University) Street Improvements Project, and declaring the same to be an emergency.

5. Water, Sewer and Rubbish Committee

Chairperson: Mark Cerreta
Vice Chairperson: Dan Griffith
Dominic Fonte
Doug Foltz
Marcia Kiesling
Daniel Peters
Stephanie Werren

- (a) An ordinance authorizing the Director of Administration of the City of North Canton to advertise and receive bids according to specifications now on file in the Director's office, and authorizing the Mayor of the City of North Canton, upon Board of Control approval, to enter into a contract for the Heatherwood Street SW Waterline Replacement Project, at a total cost not to exceed \$400,000, and declaring the same to be an emergency.
- (b) An ordinance authorizing the Director of Administration of the City of North Canton to advertise and receive bids according to specifications now on file in the Director's office, and authorizing the Mayor of the City of North Canton, upon Board of Control approval, to enter into a contract for the Salway Avenue SW Waterline Replacement Project, at a total cost not to exceed \$1,050,000, and declaring the same to be an emergency.

6. Finance and Property Committee

Chairperson: Dan Griffith
Vice Chairperson: Marcia Kiesling
Mark Cerreta
Dominic Fonte
Doug Foltz
Daniel Peters
Stephanie Werren

- (a) An ordinance amending Ordinance No. 21 – 2015, the North Canton Service Center Siding Replacement Project in the City of North Canton, increasing the appropriation from not to exceed \$185,000.00 to not exceed \$225,000.00, and declaring the same to be an emergency.
- (b) An ordinance authorizing the Director of Administration of the City of North Canton to advertise and receive bids, and authorizing the Mayor, upon Board of Control approval, to enter into a contract for the purchase of gasoline and diesel fuel for use by all City departments, for either a one year or two year period commencing June 1, 2016, and declaring the same to be an emergency.

- (c) An ordinance authorizing the Mayor of the City of North Canton, upon Board of Control approval, to enter into a contract by and between the City of North Canton and the City of Canton for the purpose of providing legal representation in the Canton Municipal Court, at a total cost not to exceed \$19,500 per year, for a period of two years beginning January 1, 2016 through December 31, 2017, and declaring the same to be an emergency.
- (d) An ordinance authorizing the Mayor of the City of North Canton, upon Board of Control approval, and pursuant to the Ohio Cooperative Purchase Act, to enter into an agreement with Jack Doheny Companies for the purchase of an Elgin Whirlwind MV Pure Vacuum Street Sweeper, and declaring the same to be an emergency.
- (e) An ordinance authorizing the Mayor of the City of North Canton, upon Board of Control approval, to enter into an agreement for the purchase of two dump trucks from a vendor, or, in the alternative, pursuant to the Ohio Cooperative Purchase Act, and declaring the same to be an emergency.
- (f) An ordinance authorizing the Mayor of the City of North Canton, upon Board of Control approval, to enter into an agreement for the purchase of three trucks from a vendor or, in the alternative, pursuant to the Ohio Cooperative Purchase Act, and declaring the same to be an emergency.
- (g) An ordinance providing for the issuance and sale of bonds in the maximum principal amount of \$5,300,000 for the purpose of refunding at a lower cost certain of the City's outstanding (I) Water System Improvement Bonds, Series 2007 dated February 14, 2007, and (II) Various Purpose Bonds, Series 2011A dated March 23, 2011, and declaring an emergency.

7. Adjourn.

North Canton City Council
Community and Economic Development Committee

Ordinance No. 54 - 2015

An ordinance authorizing the Mayor of the City of North Canton to take all necessary actions to exchange portions of certain parcels of real estate with Michael Shuster.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF
NORTH CANTON, COUNTY OF STARK, AND STATE OF OHIO:

- Section 1. That the Mayor of the City of North Canton, be, and is hereby authorized to take all necessary actions to exchange portions of certain parcels of real estate with Michael Shuster.
- Section 2. That a portion of said parcel consisting of approximately 0.48 acres owned by the City of North Canton, parcel number 9480024, be exchanged in return for portion of a parcel consisting of approximately 0.48 acres by Michael Shuster, parcel number 10006117, as depicted in Exhibit A, which is incorporated herein.
- Section 3. That this exchange of real estate will adjust the property lines resulting in more usable square footage and resolve certain easement issues, to the mutual benefit of both owners, which demonstrates that there is good cause for the exchange, that the transferred land is no longer needed by City, and that the exchange will not be detrimental to the City's general interest.
- Section 4. That all costs associated with this exchange shall be the responsibility of Michael Shuster.
- Section 5: That the City hold a public meeting regarding this matter on Monday, October 12, 2015 and provide notice to all residents located within 200 feet of the subject parcels.
- Section 6. That this ordinance shall take effect and be in full force from and after the earliest period allowed by law.

Passed in Council this _____ day of _____ 2015


David Held, Mayor

Signed: _____, 2015

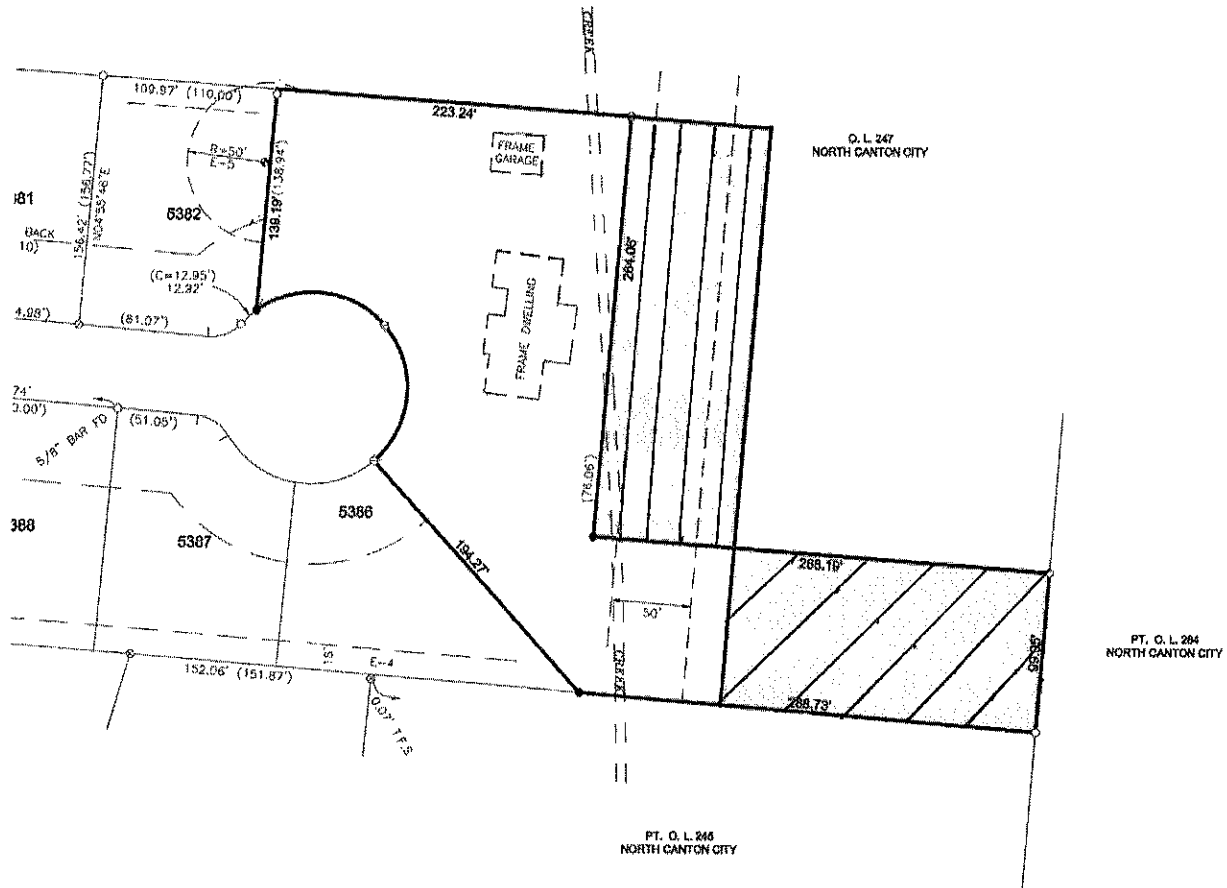
ATTEST:

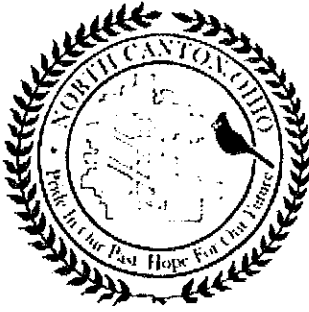
Mary Beth Bailey, Clerk of Council

Exhibit A

Shuster's Exchange: 0.48 acres 

North Canton Exchanges: 0.48 acres 





City of NORTH CANTON, OHIO

145 NORTH MAIN STREET
NORTH CANTON OHIO 44720-2587
(330) 499-3465

PLANNING COMMISSION

TO: All Council Members
Mary Beth Bailey
Applicant

RE: Planning Commission Actions – Meeting of Wednesday, December 9, 2015

Members Present: J. Dennis Flechtner, Tom Serra, Jerry Geib, Peter Volas, Gary Fry
Also in Attendance: Eric Bowles, Tim Fox

- Minutes of the October 7, 2015 meeting were submitted and approved as submitted.
Member Geib motioned, member Serra 2nd.
VOTE: 3-Yes, 2-Abstained (Fry, Volas), 0-No

The remainder of the agenda followed:

PC 506-150 Application for Property Exchange of Lots 9480024 & 10006117
Submitted by Michael & Allison Shuster

The **RECOMMENDATION** to City Council from Planning Commission is **allow Property Exchange**.
VOTE: 5-Yes, 0-No

OATH administered to attendees.

PC 505-15CU/SP Application for Conditional Use permit and Site Plan – proposed wireless cell tower

Conditional Use permit **Approved:**

VOTE: 4-Yes, 1-No (Volas)

(See details of these approvals on attached page)

Site Plan **Approved** with a condition:

VOTE: 4-Yes, 1-No (Volas)

Condition – Must supply proof of easement(s) indicating vehicle ingress/egress and utilities


Eric T. Bowles
Superintendent of Permits/Economic Development

/lt

RECEIVED

DEC 14 2015

COUNCIL OFFICE
NORTH CANTON, OHIO

North Canton City Council
Ordinance, Rules and Claims Committee

Ordinance No. - 2016

An ordinance amending TITLE THREE - LEGISLATION, of the Codified Ordinances of the City of North Canton specifically CHAPTER 111 - COUNCIL, SECTION 111.01 - MEETINGS: TIME, PLACE, AND RECORDING PROCEDURE.

WHEREAS, the issues before City Council are often not routine, but are dynamic, and evolve based upon the City's ever-changing needs;

WHEREAS, to properly and timely address these ever-changing needs, City Council's agenda should also be dynamic, while continuing to provide proper notice of Council's intent.

NOW THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF NORTH CANTON, COUNTY OF STARK, AND STATE OF OHIO:

Section 1. That TITLE THREE - LEGISLATION, of the Codified Ordinances of the City of North Canton, specifically CHAPTER 111 - COUNCIL, SECTION 111.01 - MEETINGS: TIME, PLACE, AND RECORDING PROCEDURE, be and the same is hereby amended to read as follows:

CHAPTER 111.01 - MEETINGS: TIME, PLACE, AND RECORDING PROCEDURE.

(a) City Council shall hold Council or Committee of the Whole meetings as the City's needs require. Accordingly, Council shall hold either a Council or Committee of the Whole meeting, or both, on Mondays at 7:00 p.m. in Council chambers, located in City Hall, 145 North Main Street. During the months of July and August, however, such meetings shall be held on the first and second Monday in July and the third and fourth Mondays in August, and during the months of December and January, on the first and second Mondays in December and the third and fourth Mondays in January.

(b) If a Council meeting date falls on a holiday recognized by the City, the meeting date shall be rescheduled or canceled.

(c) A meeting or public hearing's start time and date may be set, amended, or canceled by a motion, a second, and a majority roll-call vote taken at any regular or special meeting, or upon the request of four Council members.

(d) Special meetings may be called by a majority roll-call vote of Council taken at any regular or special meeting thereof, or shall be called by the Clerk of Council upon the written request of the Mayor, President of Council, or any three Council members. Written notice of

special meetings shall state the date, time, location, and subject(s) to be considered, and no other subject(s) shall be considered thereat.

(1) The Clerk of Council shall cause the written notice to be served to Council members' and Mayor by e-mail, personally, or by leaving a copy thereof at the member's residence not less than twenty-four hours preceding the time for the meeting.

(2) If a special meeting is called by a Council vote taken at any regular meeting or special meeting from which any Council member or the Mayor is absent, the Clerk of Council shall provide written notice to the absentee by e-mail and by leaving a copy thereof at the absentee's residence not less than twenty-four hours preceding the time for the meeting. Service of such notice may be waived by a writing signed prior to the hour of such meeting and the absentee shall be deemed conclusively to have waived such notice by attendance at any such special meeting.

(e) All Council and Committee of the Whole meetings, with the exception of executive sessions, shall be recorded.

(f) All recorded Council meetings shall be transcribed verbatim. Upon the committee chairperson's request and the President of Council's concurrence, a recorded Committee of the Whole meeting shall be transcribed verbatim.

(g) The Clerk of Council, in conjunction with the Director of Law and President of Council, is authorized to correct typographical errors discovered during or after the pendency, approval, or enactment of meeting minutes, resolutions, or ordinances, which do not substantially alter the intended results. Corrected copies shall be sent to all official recipients.

(h) Members of the public and media may record meetings by means of electronic or other media devices as long as the recording does not cause a disruption to the proceedings.

(1) A "disruption" can include, but is not limited to, obstructing the view of others, and creating noise that keeps others from hearing the proceedings.

(2) Video recording equipment and crew location shall be stationary due to the limited space of Council chambers.

(3) Video cameras, tripods, and crew shall be behind the public seating, or other designated area as the President of Council shall determine.

(4) No tripods are permitted in any exit pathways (aisles), including entrances and exits.

(i) All ordinances or parts of ordinances in conflict with this ordinance are repealed.

Section 2. That if a provision of this ordinance is or becomes illegal, invalid or unenforceable, that it shall not affect the validity or enforceability of any other provision of this ordinance.

Section 3. That this ordinance shall take effect and be in full force from and after the earliest period allowed by law.

Passed in Council this _____ day of _____, 2016

David Held, Mayor

ATTEST:

SIGNED: _____, 2016

Mary Beth Bailey, Clerk of Council

North Canton City Council
Ordinance, Rules and Claims Committee

Ordinance No. - 2016

An ordinance authorizing all action necessary to establish a governmental electric aggregation program with opt-out provisions pursuant to Section 4928.20 of the Ohio Revised Code for the residents, businesses and other electric consumers in the City of North Canton, and declaring the same to be an emergency.

WHEREAS, on November 3, 2015, North Canton residents voted in favor of the City having the authority to aggregate the retail electric loads located in the City and to enter into service agreements to facilitate for those loads the sale and purchase of electricity pursuant to Sections 4928.20 of the Ohio Revised Code; and

WHEREAS, after the passage of the ballot, the City of North Canton held two public hearings as required by Section 4928.20(c) of the Ohio Revised Code to explain customer rights in an opt-out aggregation and to adopt a Plan of Operation and Governance for its electric governmental aggregation program.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF NORTH CANTON, COUNTY OF STARK, AND STATE OF OHIO:

- Section 1. That the Council of the City of North Canton acknowledges the affirmative vote of the electorate on November 3, 2015, thereby granting authority to the City of North Canton to establish an electric aggregation program.
- Section 2. That this Council hereby adopts the City of North Canton's Plan of Operation and Governance, for the implementation and administration of the City's electric aggregation program in accordance with Section 4928.20(c) of the Ohio Revised Code. A copy of the Plan of Operation and Governance is attached hereto as Exhibit A.
- Section 3. That it is found and determined that all formal actions of this Council concerning and relating to the adoption of this ordinance were adopted in an open meeting of this Council, and that all deliberations of this Council and any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

Section 4. That this ordinance is hereby declared to be an emergency measure necessary for the preservation of the health, safety, and peace of the City of North Canton and further necessary to be immediately effective in order for the citizens of North Canton to begin realizing the savings sought by the Electric Aggregation Program; wherefore, provided it receives the affirmative vote of six or more members of Council elected thereto, this ordinance shall take effect and be in full force immediately upon its adoption by Council and approval by the Mayor. Otherwise, it shall take effect and be in force from and after the earliest period allowed by law.

Passed in Council this _____ day of _____ 2016

David Held, Mayor

Signed: _____, 2016

ATTEST:

Mary Beth Bailey, Clerk of Council

CITY OF NORTH CANTON ELECTRIC AGGREGATION PROGRAM

Plan of Operation and Governance

For additional information contact:
Mark R. Burns, President
Independent Energy Consultants, Inc.
Ph: (330) 995-2675



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1. Purpose of Electric Aggregation Program & Services

This aggregation plan has been developed in compliance with Ohio Revised Code, Section 4928.20 regarding governmental aggregation of electric service. That section of the Code defines two different types of aggregation that may be enacted by a governmental entity; opt-in aggregation and opt-out aggregation. The City of North Canton ("the City") will administer an opt-out aggregation program that will automatically include all eligible electric accounts receiving a beneficial offer from a Competitive Retail Electric Service Supplier (CRES Supplier). Those customers will be given prior notice entitling them to affirmatively elect not to be part of the Program.

The City passed the necessary ordinance to place the issue of Opt-out Governmental Aggregation of electricity on the November 3, 2015 ballot. The ballot issue subsequently passed. The City will follow the Plan of Operation and Governance ("Plan") outlined below. This Plan was adopted after two public hearings were held in accordance with section 4928.20 (C) of the Ohio Revised Code.

The City's Aggregation Program ("Program") seeks to aggregate the retail electric loads of consumers located in the City to negotiate the best rates for the generation supply of electric power. With a City population of approximately 17,490 the Program has the potential to combine residential accounts and small commercial accounts into a buying group that will be attractive to a Competitive Retail Electric Service Supplier (CRES Supplier). Participation in the Program is voluntary. Any individual customer ("Member") has the opportunity to decline to be a Member of the aggregation Program and to return to the local utility (Ohio Power) standard offer of service or to enter into a power supply contract with any CRES Supplier.

Residential and small commercial electric customers often lack the ability to effectively negotiate electric supply services. The City's Program provides them an opportunity to benefit from professional representation and bargaining power achieved through an aggregation Program.

The aggregation Program is designed to reduce the amount Members pay for electric energy and to gain other favorable terms of service. The City will not buy and resell the power to the Program Members. Instead, the City will competitively bid and negotiate a contract with a CRES Supplier to provide firm, full-requirements generation service to the Members of the aggregation Program.

Due to the complexity of deregulation of the electric utility industry, the City has entered into contract with Independent Energy Consultants, Inc. (Independent Energy Consultants), a PUCO certified broker and aggregator of natural gas and electricity. Among other things, Independent Energy Consultants will provide professional assistance which includes these consulting services:

- Draft and assist in maintaining this Plan of Operation and Governance;
- Lead the required Public Hearings and attend Council meetings;
- Assist the City in the day-to-day administration of the Program (problem resolution, press releases, PUCO compliance, supplier liaison, contract review, etc.);

- Administer the Request for Proposal process, analyze supplier responses and provide recommendations for the supply agreement;
- Review customer data provided by Ohio Power that would serve as the basis for an Opt-Out Notice; and
- Write/prepare reports on a quarterly/annual basis to the City, PUCO, PUCO's Market Monitoring division, and the Ohio Consumers' Counsel.

2. Determination of Rates and Other Charges

2.1. Rates

Through the efforts of its consultant, Independent Energy Consultants, Inc., the City will seek proposals from CRES suppliers. The request for proposals shall require the suppliers to offer a generation charge for firm, full-requirements supply. CRES Providers will bid by Ohio Power customer rate classification or customer class. CRES Providers will be encouraged to bid on as many electric accounts as possible, but it is recognized that from a practical standpoint it is not likely that bids will be received for larger commercial and industrial accounts that require interval metering and individual price analysis. Furthermore, a CRES Provider may not be able to beat Ohio Power's tariff rates for all customer classes and/or rate schedules. The prices to be charged to Members in the Program will be set by the City Council, or their designee, after negotiations with the selected CRES Supplier. Members will be notified of the rates and terms of the Program through a direct mailing sent to each eligible resident and business within the City limits. Once offers are found a table similar to the one shown below will be populated to reflect the offer rates.

Ohio Power Rate Schedule	CRES Supplier Offer
RS – Residential Service	TBD
GS – General Service	TBD
Other	

2.2 Charges

Neither the City nor the selected Supplier will impose any terms, conditions, fees, or charges on any Member served by the governmental aggregation unless the particular term, condition, fee, or charge is clearly disclosed to the Member at the time the Member chose not to opt-out of the aggregation.

Ohio Power will continue to bill for Late Payment, Delivery Charges and Monthly Service Fee, etc. These charges apply whether or not a Member switches to the Program's CRES supplier. Switching generation suppliers will not result in any new charges billed to the Member.

2.3 Switching Fees

Should Ohio Power assess a switching fee for Members voluntarily remaining in the aggregation Program; the Request for Proposal will be written to require the selected supplier to pay the switching fee.

2.4 Early Termination Fee

Members may terminate their agreement without penalty if they relocate outside of the City. Members that leave for other reasons may be assessed an early termination fee by CRES supplier. Early termination fees are standard in most electric contracts. The City will negotiate with the CRES supplier to ensure that any early termination fee assessed is reasonable and clearly stated in the opt-out disclosure notice.

3. Process for Providing Opt-Out Disclosure Notices

When a successful supply offer is found, the City shall order the eligible customer list from Ohio Power. Ohio Power shall turn over the list to the City or its consultant upon request. Once the list is obtained, it will be shared with the selected CRES supplier and they will have 30 days from the City's receipt of the data to mail the Opt-Out Notices to all eligible Members receiving an offer.

Prior to including a customer's electric account or accounts in an aggregation, the City, in cooperation with the selected CRES supplier, will provide each eligible Member a written Opt-Out Notice conforming to the requirements of Ohio Administrative Code Section 4901:1-21-17.

The selected CRES supplier will be required to pay for printing and mailing of opt-out disclosure notices. The notices will be mailed to the owner or occupant residing at the electric account mailing address shown on Ohio Power's customer list. The notice will contain the City's name and logo to clearly indicate to the recipient that it is a notice from the City.

Prior to mailing Opt-Out Notices a thorough review will be performed to see that all eligible Members receiving an offer are sent the notice. The review process will include the efforts of numerous parties and utilize a number of resources as specified in section four of this Plan.

Following acceptance of an offer by the City, the CRES supplier will mail Opt-Out Notices to eligible Members. Members will have 21 days from the postmark date on the notice to postmark the return opt-out card if they do not wish to participate in the City's Program.

In the event that an eligible Member is inadvertently not sent an Opt-Out Notice and is omitted from the Program, the CRES supplier shall, upon request, enroll the eligible Member at the group rate for the remaining term.

4. Determination of Eligible Customer Pool

Under the opt-out aggregation provisions, all eligible electric consumers within the City will be automatically included in the Program. However, such customers will be given prior notice entitling them to affirmatively elect not to be part of the Program.

Prior to mailing Opt-Out Notices a thorough review will be performed to see that all ineligible customers are excluded. The review process will include the efforts of numerous parties and utilize a number of resources:

- Ohio Power will query their customer database using best efforts to capture all accounts within the City limits;
- The City's consultant working with the CRES supplier, available City resources and publicly available material shall screen out customers who are not located within the City limits. Those resources may include any or all of the following: Property records, water and/or sewer records, fire and/or police department address records, 911 address records, street listings City maps, internet maps, county parcel mapping databases, and geographical information systems (GIS);
- Ineligible accounts will be screened out based on codes provided in the Ohio Power data;
- The data shall be reviewed to see that all zip codes have been included, all streets included, all customer classes, all customer rate schedules, and finally that an expected total for a community of this population was turned over;
- Any suspected omissions will be reported to Ohio Power along with a request to furnish that data; and
- Eligibility may be limited by a supplier's offer. For example, a fixed rate might not be offered to an account if their Price-to-Compare indicates they would not save.

5. Opt-Out Process

The City is using an Opt-Out form of Governmental Aggregation pursuant to section 4928.20 of the Ohio Revised Code. Any such person that opts-out of the aggregation Program pursuant to stated procedure will default to the standard service offer provided by Ohio Power until the person chooses an alternative supplier.

When a successful supply offer is found the City shall order the eligible customer list from Ohio Power. Ohio Power shall turn over the list to the City or its consultant upon request. Once the list is obtained, it will be shared with the selected CRES supplier and they will have 30 days from the City's receipt of the data to mail the Opt-Out Notices to all eligible Members receiving an offer.

The selected CRES supplier and the City will agree upon the format of the Opt-Out Notice and will docket a sample with the PUCO at least ten days prior to mailing it to eligible Members.

The selected CRES supplier will be required to pay for printing and mailing of opt-out disclosure notices. The notices will be mailed to the owner or occupant residing at the electric account mailing address shown on Ohio Power's customer list. A City official will sign the notice and it will contain the City's name and logo on the outside to clearly indicate to the recipient that it is a notice from the City.

Prior to mailing Opt-Out Notices, a thorough review will be performed to see that all eligible Members receiving an offer are sent the notice. The review process will include the efforts of numerous parties and utilize a number of resources as specified in section four of this Plan.

Following acceptance of an offer by the City, the CRES supplier will mail Opt-Out Notices to eligible Members receiving an offer. Members will have 21 days from the postmark date on the notice to postmark the return opt-out card if they do not wish to participate in the City's Program. If available, Members may also call the CRES supplier's toll-free recorded phone number to opt-out. The selected CRES supplier will not enroll those accounts opting out from the Program.

In the event that an eligible Member is inadvertently not sent an Opt-Out Notice and is omitted from the Program, the CRES supplier shall, upon request, enroll the eligible Member at the group rate for the remaining term.

All members of the Program will also be given an opportunity to opt-out without penalty at least once every three years.

Procedure Steps:

1. The selected CRES supplier and the City will agree upon the format of the Opt-Out Notice and will docket a sample with the PUCO at least ten days prior to mailing it to eligible Members;
2. The selected supplier will distribute an Opt-Out Form to all eligible Members via first class U.S. Mail;
3. Recipients will have 21 days from the postmark on the notice to notify the selected CRES supplier if they do not want to be part of the Program;
4. Members will be able to opt out by returning an opt-out card via U.S. Mail to the selected CRES supplier. The supplier may offer additional means of opting out, such as, making a toll-free recorded phone call to the CRES supplier, email notification or fax;
5. Additionally, Members who do not opt-out per step 4 above will receive written notification from Ohio Power stating that they are about to be switched. That notice will inform them that they have 7 days to rescind the contract by contacting Ohio Power; and
6. The selected CRES supplier will not enroll those accounts opting out from the Program.

The Opt-Out Notice will clearly notify the Program Members of the rates to be charged for electricity and other terms of the contract with the selected supplier. The notice will also satisfy the requirements for disclosing the environmental impact of the generation sources used to supply the Program.

6. Customer Classes Included

All eligible Members are included in the Program but the selected CRES supplier's offer will determine which groups receive an offer and Opt-Out Notice. It is envisioned that residential and small commercial customers supplied by Ohio Power within the City limits are the most likely to receive an offer. The specific rate schedules will be identified in Section 2 of this Plan of Operation. In addition to having a rate schedule listed in Section 2, the following eligibility requirements apply.

- Customers must be up to date with their bill payment;

- Customers must not have Opted-out of the Program;
- Customers must not be on the Do Not Aggregate list;
- Customers must not be supplied generation service from another CRES provider;
- Customers must not be on a special contract with Ohio Power;
- Customers must not be in the Percentage of Income Payment Program (PIPP);
- Commercial Customers must have a Peak Demand of <199 kWh and
- Commercial Customers must not have interval metering;
- Customers must not be classified as mercantile; and
- Eligibility may be further limited by a supplier's offer. For example, a fixed rate might not be offered to an account if their Price-to-Compare indicates they would not save.

7. Billing Procedures

The City will utilize the coordinated billing services of Ohio Power and the selected CRES supplier. Most customers are expected to receive a single bill from Ohio Power that itemizes among other things, the cost of generation provided by the CRES supplier. In some instances, particularly for commercial accounts, the CRES supplier may request that dual billing be used. In this case the supplier would issue a bill for their supply service and Ohio Power would issue a bill for their delivery services.

Members currently on budget billing will continue to be budget billed. Ohio Power's process will remain the same. Members wishing to start budget billing should contact Ohio Power. The process will take place in accordance with Ohio Power's policy and is not unique to the City's Program. Ohio Power's policies will dictate what portions of a Member's bill are budgeted and how the budget amount is calculated.

Members are required to remit and comply with the payment terms of Ohio Power and/or their supplier if dual billing is used. This Program will not be responsible for late or no payment on the part of any of its members. Furthermore, slow or no payment on the part of some Members will not adversely impact the rates charged to other Members. The selected Supplier shall not charge more than 1 ½ percent per month for overdue balances owed to the selected Supplier.

8. Credit/Deposit Requirements

Collection and credit procedures remain the responsibility of Ohio Power, the selected Supplier and the individual Member. Members are required to remit and comply with the payment terms of Ohio Power. This Program will not be responsible for late or no payment on the part of any of its Members. The City will have no separate credit or deposit policy.

9. Procedures for Handling Customer Complaints and Dispute Resolution

Members have multiple means of addressing complaints. As a general rule, concerns regarding service reliability should be directed to Ohio Power, questions regarding the Program administration should go to the City, billing questions should be directed to Ohio Power or the selected supplier and any unresolved disputes should be directed to the

Public Utilities Commission of Ohio and/or The Ohio Consumers' Counsel. Listed below is a table of toll-free numbers for members to call for assistance.

Nature of Complaint	Contact	Phone Number
Service interruptions or emergencies	Ohio Power	1-800-672-2231
Service turn on/off	Ohio Power	1-800-672-2231
Billing disputes – Delivery charges	Ohio Power	1-800-672-2231
Billing disputes – Supplier charges	CRES Supplier	TBD
Joining/Leaving Program	CRES Supplier	TBD
Aggregation Program questions	City of North Canton Independent Energy Consultants	330-499-8223 888-862-6060
Unresolved disputes	Public Utilities Comm. (voice)	1-800-686-7826
Unresolved disputes	Public Utilities Comm. TDD/TTY	1-800-686-1570
General information – residential	Ohio Consumers' Counsel	1-877-742-5622

10. Moving Into/Within the City

Utility rules require that people moving into a different residence, new construction or otherwise, be assigned a new account number and be served for at least one month by the local utility before they can switch to a new supplier. The above-mentioned are examples of utility rules approved by the PUCO that will impact the operation of North Canton's aggregation Program.

Residents and businesses that move into the City will not be automatically included in the City's Program. The City cannot guarantee the rates, terms and conditions to Members enrolling after the 21-day opt-out period of the initial enrollees. Members wishing to opt-in to the Program may contact the City or the CRES supplier to obtain enrollment information. There is, however, no guarantee that customers opting-in at a later date will receive the same price, terms and conditions as did the initial participants. The selected CRES supplier's decision whether or not to extend an offer will be based, in part, on the market prices at the time of request.

Members who move within the City limits and are assigned a new account number by Ohio Power will be treated in the same manner as a new resident. They will not be automatically enrolled, but may contact the CRES supplier concerning re-enrollment. Once again, there is no guarantee that the CRES Supplier will extend an offer, or an offer that is the same as that of the initial enrollees.

11. Moving Within the City and Maintaining the Same Account Number

The selected CRES Supplier shall continue service at the same rate and under the same terms and conditions for any Member who relocates within the City prior to the expiration of the contract term, providing that the Member notifies the CRES Supplier of their desire to do so with thirty (30) days written notice. Moving within the City may cause the Member to be served for a brief period of time by the local utility. The CRES supplier shall have the

right to bill the participant for any associated switching fee imposed by Ohio Power. Members may also opt-out without penalty under these circumstances.

12. Joining the Aggregation Group after Opting-Out

Members who have left the aggregation group and wish to rejoin at a later date are treated in the same manner as new residents moving into North Canton. These customers may contact the City or the CRES supplier at any time to obtain enrollment information. There is however, no guarantee that customers opting-in at a later date will receive the same price, terms and conditions as did the initial participants.

13. Reliability of Power Supply

The Program will only affect the generation source of power. Ohio Power will continue to deliver power through their transmission and distribution systems. Responsibility for maintaining system reliability continues to rest with Ohio Power. If Members have service reliability problems they should contact Ohio Power for repairs. The PUCO has established "Minimum Reliability Standards" for all utilities operating distribution systems in Ohio. Customer outages, duration of outages, interruptions, etc., are monitored to ensure reliability remains at satisfactory levels.

In addition to maintaining the "wires" system, Ohio Power is required to be the "Provider of Last Resort." This means, should the selected CRES supplier fail for any reason to deliver any or all of the electricity needed to serve the Members' needs, Ohio Power will immediately provide for the shortfall. Ohio Power would then bill the supplier for the power provided on their behalf. The Members would incur no additional cost.

14. Supplier Qualification Selection Criteria

Only Suppliers meeting strict criteria will be considered.

- Suppliers will need to be certified by the Public Utilities Commission of Ohio;
- Registered with Ohio Power to do business in their service territory. Both the certification and registration ensure that Suppliers possess the managerial, technical, and financial competence to perform the services they offer;
- Successfully completed Electronic Data Interchange (EDI) computer system testing with Ohio Power to support Governmental Aggregation Program transactions;
- Agree to hold harmless the City from any financial obligations arising from the Program;
- The selected CRES supplier will need to agree to notify the City and negotiate with the City at least 60 days in advance of attempting to terminate the agreement for any reasons other than (i) the scheduled end date or (ii) Force Majeure; and
- The selected CRES supplier shall demonstrate its creditworthiness by possessing an investment grade long-term bond rating from at least two major rating agencies:

Should the CRES supplier be unable to demonstrate its creditworthiness, the supplier will be required to provide:

- a Letter of Credit; or
- a Parental Guaranty from a company that is deemed creditworthy; or

- a Surety Bond.

Details of the credit type and amount will be subject to negotiation.

15. Miscellaneous

The City will maintain a copy of this Plan of Operation and Governance on file at its Administrative office. This Plan will be kept available for public inspection. It will, upon request, be copied for any existing or potential Members of the aggregation in accordance with the City rules for copying public documents.

The City will not alter its Operation and Governance Plan in any way that would materially affect the customers of the aggregation without first providing notice to all affected Members and providing these Members the opportunity to opt-out of the aggregation according to the procedures established for the initial opt-out disclosure notice set forth in rule 4901:1-21-17 of the Administrative Code. In the event of a material change, the City will provide a notice explaining the changes to the Plan, and informing the Members of their right to opt-out of the aggregation without penalty, and identifying the method and time frame for the customer to opt-out.

The City or the selected CRES supplier will not issue an Opt-Out Notice before the City has obtained its certification as a Governmental Aggregator of electricity from the Public Utilities Commission of Ohio.

The success of the City's Aggregation Program relies in part to the cooperation it receives from Ohio Power. In addition to other tasks, Ohio Power must turn over accurate customer data and perform the customer switching process in a timely manner. The City will comply with PUCO rules, and will hold Ohio Power to its obligations under the same.

The Electric Aggregation Program may be terminated upon the termination or expiration of the supply contract without any extension, renewal or subsequent supply contract being negotiated. Each individual Member receiving electric supply service under the Program will receive notification 45-90 days prior to termination of the Program. In the event of termination, Members in the City's aggregation Program would either return to Ohio Power supply service or choose a CRES supplier on their own.

If the City is unable to find a satisfactory offer at the end of an existing supply agreement, they have the option of maintaining their status as a Governmental Aggregator while they continue to seek offers for their Members.



145 North Main St. · North Canton, OH 44720
Phone: 330-499-8223 Fax: 330-305-0603
mgrimes@northcantonohio.gov

CITY OF NORTH CANTON

Michael J. Grimes
Director of Administration

Legislation Request

To: Daniel J. Peters, Council President
Date: January 19, 2015
Subject: Authorization to Establish Electric Aggregation Program

I am seeking Council's Authority by ordinance acknowledging the establishment of a government aggregation program with opt-out provisions pursuant to Section 4928.20 of the Ohio Revised Code (the "Aggregation Program") for the residents, businesses and other electric consumers in the City of North Canton.

The electorate of North Canton in the election held on November 3, 2015 voted in favor of establishing an electric aggregation program. The City held two public hearings as required by Revised Code 4928.20(c) to explain customer rights in an "opt-out" aggregation and to adopt a Plan of Operation and Governance for its electric governmental aggregation program.

That this Council hereby adopts the City of North Canton's Plan of Operation and Governance, (attached) for the implementation and administration of the City's electric aggregation program in accordance with Revised Code 4928.20(c).

EMERGENCY REQUESTED ☒ YES ☐ NO

Requesting the ordinance declared to be an emergency measure necessary for the immediate preservation of the public health, safety and welfare of the City, and for the further reason that the ordinance is required to be immediately effective in order to begin realizing the savings sought by the Electric Aggregation Program

Respectfully Submitted,

Michael J. Grimes

Copy;
File

RECEIVED

JAN 19 2016

COUNCIL OFFICE
NORTH CANTON, OHIO

North Canton City Council
Ordinances, Rules & Claims Committee

Ordinance No. 2016

An ordinance amending Part Five - General Offenses Code of the Codified Ordinances of the City of North Canton by the amendment of Chapter 505 Animals and Fowl.

WHEREAS, North Canton City Council deems it necessary to protect the health, safety, and welfare of animals in the City; and

WHEREAS, additional regulations are necessary to prevent the neglect of animals and to ensure their humane treatment; and

WHEREAS, it is necessary and appropriate to require animal owners to provide adequate water, food, veterinary care, and suitable shelter for their animals; and

WHEREAS, it is essential that animals be tethered under only proper or legally-permitted conditions;

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF NORTH CANTON, COUNTY OF STARK, AND STATE OF OHIO:

Section 1. Chapter 505, Animals and Fowl, of Part Five - General Offenses Code of the City of North Canton is hereby amended and modified to read as follows:

505.072 Neglect of Animals

(a) No person who owns or keeps an animal shall fail to provide the animal all of the following needs:

- (1) Clean, potable drinking water at all times, and suitable food, of sufficient quality and quantity as to ensure normal growth and the maintenance of normal body weight;
- (2) Food and water receptacles that are kept clean and disinfected, and located so as to avoid contamination by feces or other wastes;

(3) Necessary veterinary care;

(4) Shelter from the elements, including heat, cold, wind, rain, snow, or excessive direct sunlight. If the animal is housed outside, a structure for shelter and protection must be provided that is suitable for the species, age, condition, size, and type of that animal. The structure must be completely enclosed and insulated, having a single entrance/exit secured with a flap or door or similar device. The structure shall be moisture-resistant, wind-resistant, and of suitable size and type to allow the animal to stand, turn about freely, lie in a normal position, and regulate proper body temperature. The structure shall be made of a durable material with a solid, moisture-proof floor and a floor raised at least two inches from the ground. Suitable drainage shall be provided so that water cannot be reasonably expected to gather and stand within 10 feet of the structure, and so the animal has access to a dry area at all times. Proper bedding of straw or similar material, that remains dry, must be utilized inside the structure. All structures required by this section shall be subject to all building and zoning regulations.

(b) No person who shelters an animal from the elements by means of an animal shelter, a cage, or a pen shall fail to conform it to the following requirements:

(1) The shelter, cage or pen shall be appropriate to the animal's size, weight, and other characteristics, with sufficient space to allow the animal to turn about freely and lie in a normal position;

(2) The shelter, cage or pen shall provide sufficient shade to allow the animal to escape the direct rays of the sun at all times;

(3) The shelter, cage or pen shall be regularly cleaned and sanitized.

(c) (1) A court may order a person who is convicted of or pleads guilty to a violation of this section to forfeit to an impounding agency, as defined in R.C. 959.132, any or all of the animals in that person's ownership or

care. The court also may prohibit or place limitations on the person's ability to own or care for any animals for a specified or indefinite period of time.

(2) A court may order a person who is convicted of or pleads guilty to a violation of this section to reimburse an impounding agency for the reasonably necessary costs incurred by the agency for the care of an animal that the agency impounded as a result of the investigation or prosecution of the violation, provided that the costs were not otherwise paid under R.C. 959.132.

(3) If a court has reason to believe that a person who is convicted of or pleads guilty to a violation of this section suffers from a mental or emotional disorder that contributed to the violation, the court may impose as a community control sanction or as a condition of probation a requirement that the offender undergo psychological evaluation or counseling. The court shall order the offender to pay the costs of the evaluation or counseling pursuant to R.C. 959.99.

505.18 Tethering Animals

(a) No person shall tether an animal outdoors in any of the following circumstances:

(1) For more than six hours total in a 24-hour period or for more than three consecutive hours with less than a one hour period between tetherings;

(2) Between the hours of 10:00 p.m. and 6:00 a.m.;

(3) If a heat or cold advisory has been issued by a local or state authority or the National Weather Service;

(4) If a severe weather warning has been issued by a local or state authority or the National Weather Service;

(5) If the tether is less than five times the animal's length;

(6) If the tether allows the animal to touch the fence or cross the property line or cross onto public property;

(7) If the tether is attached by means of a pinch-type, prong-type, or choke-type collar or if the collar is unsafe or is not properly fitted;

(8) If the tether may cause injury or entanglement;

(9) If the animal is not provided with its needs as identified in Section 505.072;

(10) If the tether is made of a material that is unsuitable for the animal's size and weight or that causes any unnecessary discomfort to the animal;

(11) If no owner or occupant is present at the premises.

(b) As used in this section, "tether" means a rope, chain, cord, dog run or pulley, or similar restraint for holding an animal in place, allowing a radius in which it can move about.

(c) Whoever violates this section is guilty of a minor misdemeanor on the first offense, a misdemeanor of the fourth degree on the second offense, and a misdemeanor of the first degree on the third or any subsequent offense. Notwithstanding the foregoing penalties, if an animal becomes sick or injured as a result of a violation of this section, then whoever violates this section is guilty of a misdemeanor of the first degree.

Section 2. That all ordinances or parts of ordinances in conflict with this ordinance are repealed.

Section 3. That if a provision of this ordinance is or becomes illegal, invalid or unenforceable, that shall not affect the validity or enforceability of any other provision of this ordinance.

Section 5. This ordinance shall take effect from and after the earliest period allowed by law.

Passed in Council this _____ day of _____ 2016

David Held, Mayor

ATTEST:

Signed: _____, 2016

Mary Beth Bailey, Clerk of Council

North Canton City Council
Personnel and Safety Committee

Ordinance No. - 2016

An ordinance authorizing the Mayor of the City of North Canton to enter into an agreement allowing the North Canton Police Department to become a participating agency with the Canton Regional SWAT Cooperative Team, and declaring the same to be an emergency.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE
CITY OF NORTH CANTON, COUNTY OF STARK, AND STATE OF OHIO:

- Section 1. That the Mayor of the City of North Canton, be, and is hereby authorized to enter into an agreement allowing the North Canton Police Department to become a participating agency with the Canton Regional SWAT Cooperative Team. The other members of the Canton Regional SWAT Cooperative Team are Canton Police Department, Canal Fulton Police Department, Carroll County Sheriff Office, Carrollton Police Department, Jackson Township Police Department, Lawrence Township Police Department, Magnolia Police Department, Minerva Police Department, Perry Township Police Department and the Stark County Sheriff Office. North Canton Police Department shall provide a minimum of one member equipped with basic SWAT gear.
- Section 2. That if a provision of this ordinance is or becomes illegal, invalid, or unenforceable, that shall not affect the validity or enforceability of any other provision of this ordinance.
- Section 3. That this resolution is hereby declared to be an emergency measure necessary for the preservation of the health, safety and peace of the City of North Canton, due to the recent loss of the City's SRT commander it would be essential for the timely implementation of the agreement between the parties to better serve the policing needs of the citizens of North Canton; wherefore, provided it receives the affirmative vote of six or more members of Council elected thereto, this resolution shall take effect and be in full force immediately upon its adoption by Council and approval by the Mayor. Otherwise, it shall take effect and be in force from and after the earliest period allowed by law.

Passed in Council this _____ day of _____ 2016.

David Held, Mayor

Signed: _____, 2016

ATTEST:

Mary Beth Bailey, Clerk of Council

Canton Regional SWAT Cooperative Team

Memorandum of Understanding

The SWAT teams of the Canton Police Department (CPD) and the North Canton Police Department (NCPD) enter into this Memorandum of Understanding to receive and extend SWAT team resources.

1. **Effective Date and Modification.** This Memorandum shall be effective from the date of signature by CPD and NCPD and shall continue unless terminated as set forth in Section 8 of this Memorandum. This memorandum may only be amended in writing upon agreement of both parties.

CPD and NCPD agree to meet regularly to coordinate and implement this Memorandum.

2. **Provisions for Operations Assistance.** Either CPD or NCPD may request or render SWAT team assistance to another including but not limited to a large scale or extra ordinary event, prolonged operation, hostage situation, service of high-risk search warrants, operations with expansive dynamics or when the operation exceeds the capabilities of the responding team based on the size, danger, or duration of an operation.

CPD shall bring to this agreement an operational SWAT team and equipment as well as additional equipment for the other agencies' members. NCPD shall provide a minimum of one team member equipped with basic SWAT gear. All equipment remains the property of the agency that purchased it.

NCPD team members shall be made available, whenever possible, for training 16 hours per month and for a 40 hour training week each year. CPD shall provide and coordinate the training.

All team members will be paid and provided all benefits of employment, including workers' compensation by their own employing agency.

CPD and NCPD shall be responsible to select its own members, but must meet the qualifications for the assignment. CPD and NCPD may remove their own team member at any time. CPD reserves the right to remove any team member for any reason.

3. **Request for Assistance.** CPD and NCPD shall designate in writing a representative that has the authority to request or render SWAT team assistance.

In the event that CPD or NCPD needs assistance as set forth above, they shall notify the other agency. The agency whose assistance is sought shall evaluate the situation and their available resources, and will respond in a manner they deem appropriate. Any request for assistance under this Memorandum shall be sought in accordance with threat assessment guidelines, attached as Exhibit A, if time permits.

4. **Command and Supervisory Responsibility.** The equipment, resources, or facilities that are used in assisting the requesting agency shall be under the immediate command of a supervising officer designated by the assisting agency. Such supervising officer shall be under the direct supervision and command of the requesting agency which shall utilize the Incident Command System.

Whenever a team member is rendering assistance under this Memorandum, the team member shall abide by and be subject to the rules and regulations, personnel policies, general orders, and standard operating procedures of his own employer. If any such rule, regulation, policy, general order or standard operating procedure is contradicted, contravened, or otherwise in conflict with a direct

order of a superior officer of the requesting agency, then the rule, regulation, etc. will control and will supersede the direct order. The subordinate officer will state what rule, regulation, etc. they are relying on.

5. **Complaints.** Whenever there is cause to believe that a complaint has arisen as a result of a cooperative effort as it pertains to this Memorandum, the head or their designee of the requesting agency shall be responsible for the documentation of said complaint to ascertain at a minimum:

- *The identity of the complainant;
- *An address where the complaining party can be contacted;
- *The specific allegations;
- *The identity of the employee accused without regard to agency affiliation.

If it is determined that the accused is an employee of the assisting agency, the above information, with all pertinent documentation gathered during the receipt and processing of the complaint, shall be forwarded without delay to the agency head or their designee of the assisting agency for administrative review. The requesting agency may conduct a review of the complaint to determine if any factual basis for the complaint exists or whether any of the employees of the requesting agency violated any of their agency's policies or procedures.

6. **Liability.** Each Participating Agency engaging in any assistance under this Memorandum, agrees to assume responsibility for the acts, omissions, or conduct of each of its SWAT team members or conduct of such Participating Agencies' own employee while engaged in rendering assistance under this Memorandum.

7. Powers, Privileges, Immunities and Costs. SWAT team members of each Participating Agency when actually engaging in assistance outside of their jurisdictional limits but inside of the jurisdictional limits of the other party to this memorandum and under the terms of this Memorandum, shall according to provision of the Ohio Revised Code, have the same powers, duties, rights, privileges, and immunities as if the SWAT team member was performing duties inside of the member's political subdivision in which normally employed.

Each Participating Agency agrees to furnish the necessary equipment, resources, and facilities and to render services to each Participating Agency to this Memorandum provided, however, that no Participating Agency shall be required to deplete unreasonably its own equipment, resources, facilities, and services in furnishing such assistance.

Each Participating Agency that furnishes equipment under this Memorandum must bear the cost of loss or damage to that equipment and must pay any expense incurred in the operation and maintenance of that equipment.

The Participating Agency furnishing assistance under this Memorandum shall compensate its own SWAT team members during the time such assistance is rendered and shall assume the actual travel and maintenance expenses of its members while they are rendering such assistance, including any amounts paid for or due for compensation due to personal injury or death while such SWAT team members are engaged in rendering such assistance.

The privileges and immunities from liability, exemption from laws, ordinances and rules, and all pensions, insurances, relief, disability, workers' compensation, salary, death and other benefits that apply to the activity of a SWAT team member of a Participating Agency when performing the duties

within the territorial limits of the member's agency apply to the employee to the same degree, manner, and extent while engaged in the performance of the employee's duties outside the territorial limits of the member's agency under the provisions of this Memorandum. The provisions of this section shall apply with equal effect to paid, volunteer, and reserve employees.

Nothing shall prevent the requesting agency from requesting supplemental appropriations from entities other than its governing political subdivision for reimbursement for itself and the assisting team for any actual costs or expenses incurred by the assisting Participating Agency performing hereunder.

8. **Cancellation.** Either CPD or NCPD may cancel their participation in this Memorandum with 30 days' written notice to the other party.

Agreed to this ____ day of _____, 2016

Canton Police Department

(Chief Bruce H. LAWVER)

North Canton Police department

(Chief Stephan B. WILDER)



145 North Main St. · North Canton, OH 44720
Phone: 330-499-8223 Fax: 330-305-0603
mgrimes@northcantonohio.gov

CITY OF NORTH CANTON

Michael J. Grimes
Director of Administration

Legislation Request

✓ To: Daniel J. Peters, Council President
Date: January 11, 2016
Subject: Canton Regional SWAT Cooperative

I am requesting Council authorize the Mayor of the City of North Canton to enter into an agreement to allow the police department to become a participating agency in the Canton Regional SWAT Cooperative Team.

North Canton Police Chief Stephan Wilder and I are in agreement that becoming a member of this cooperative would better serve our needs and as a secondary benefit also be more cost effective.

The current members of the Canton Regional SWAT Cooperative are Canton Police Department, Canal Fulton Police Department, Carroll County Sheriff Office, Carrollton Police Department, Jackson Township Police Department, Lawrence Township Police Department, Magnolia Police Department, Minerva Police Department, Perry Township Police Department, and Stark County Sheriff Office.

EMERGENCY REQUESTED X YES NO

We have recently lost our SRT commander for our in-house team and the sooner we are able to join this cooperative the better to cover our policing needs.

Respectfully Submitted,

Michael J. Grimes

Copy; Police Chief Wilder
Law Director Fox
File

RECEIVED

JAN 11 2016

COUNCIL OFFICE
NORTH CANTON, OHIO

North Canton City Council
Street and Alley Committee

Ordinance No. - 2016

An ordinance authorizing the Mayor of the City of North Canton, upon Board of Control approval, and on behalf of the City of North Canton, to enter into an agreement to participate in the Ohio Department of Transportation's (ODOT) cooperative purchasing program to contract for the purchase of sodium chloride (rock salt) for the 2016-2017 winter season.

WHEREAS, Section 5513.01(B) of the Revised Code provides the opportunity for the Ohio turnpike and infrastructure commission, any political subdivision, and any state university or college to participate in contracts with ODOT for the purchase of machinery, material, supplies, or other articles; and

WHEREAS, the City of North Canton is in need of rock salt for the 2016-2017 winter season.

NOW THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF NORTH CANTON, COUNTY OF STARK, AND STATE OF OHIO:

- Section 1. That the Mayor of the City of North Canton, be, and is hereby authorized, upon Board of Control approval, and on behalf of the City of North Canton, to enter into an agreement to participate in the ODOT contract for the purchase of rock salt for the 2016-2017 winter season.
- Section 2. That the Mayor is hereby authorized to agree in the name of the City of North Canton to be bound by all terms and conditions as the Director of Transportation prescribes.
- Section 3. That the Mayor is hereby authorized to agree in the name of the City of North Canton to directly pay vendors, under each such contract of the Ohio Department of Transportation in which the City of North Canton participates.
- Section 4. That the City of North Canton shall be responsible for resolving all claims or disputes arising out of its participation in the cooperative purchasing program under Section 5513.01(B) of the Revised Code. The City of North Canton releases and forever discharges the Director of Transportation and ODOT from all such claims, actions, expenses, or other damages arising out of its participation in the cooperative purchase program that the City of North Canton may have or claim to have against ODOT or its employees, unless such liability is the result of negligence on the part of ODOT or its employees.

Section 5. That if a provision of this ordinance is or becomes illegal, invalid or unenforceable, that it shall not affect the validity or enforceability of any other provision of this ordinance.

Section 6. That this ordinance shall take effect and be in full force from and after the earliest period allowed by law.

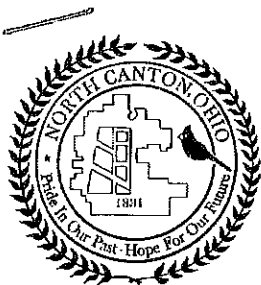
Passed in Council this _____ day of _____ 2016

David Held, Mayor

Signed: _____, 2016

ATTEST:

Mary Beth Bailey, Clerk of Council



145 North Main St. • North Canton, OH 44720
Phone: 330-499-8223 Fax: 330-305-0603
mgrimes@northcantonohio.gov

CITY OF NORTH CANTON

Michael J. Grimes
Director of Administration

Legislation Request

To: Daniel J. Peters, Council President
Date: December 29, 2015
Subject: ODOT Sodium Chloride Participation Agreement 2016-2017 Season

I am requesting an ordinance authorizing the Mayor of North Canton to participate in the Ohio Department of Transportation (ODOT) Contract for the purchase of sodium chloride (rock salt) for the 2016 -2017 winter season.

Please note that we have participated in this cooperative purchase for numerous years to get the best price for salt used upon our roadways. Usually near the spring of each year the City will be notified that it may participate in the ODOT Contract. At that time the City is required within a specified time limit to submit a Participation Agreement signed by the Mayor along with the resolution or ordinance that authorizes the Mayor to enter in such agreement.

Because this participation notice is not always issued at a certain date, I am requesting this authorization now so that there is no chance that we would miss any time requirements for participation if we so desire.

EMERGENCY REQUESTED ☐ YES ☒ NO

Respectfully submitted,

Michael J. Grimes

Copy: Supt. Utilities & Services Jim Davis
File

RECEIVED

DEC 29 2015

COUNCIL OFFICE
NORTH CANTON, OHIO

North Canton City Council
Street and Alley Committee

Ordinance No. – 2016

An ordinance authorizing the Mayor of the City of North Canton, upon Board of Control approval, to enter into an agreement with the Board of Stark County Commissioners for the Everhard Road and Whipple Avenue Improvement Project, and declaring the same to be an emergency.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE
CITY OF NORTH CANTON, COUNTY OF STARK, AND STATE OF OHIO:

- Section 1. That the Mayor of the City of North Canton, upon Board of Control approval, is hereby authorized to enter into a project agreement with the Board of Stark County Commissioners for the Everhard Road and Whipple Avenue Improvement Project, wherein Stark County shall apply for funding from the Ohio Public Works Commission and Stark County Area Transportation Study grants which is anticipated to pay 80% of the overall project cost, which shall be distributed proportionately inside and outside the City, and the City shall be responsible to fund its share of costs only within the City not covered by the grant.
- Section 2. That if a provision of this ordinance is or becomes illegal, invalid, or unenforceable, that shall not affect the validity or enforceability of any other provision of this ordinance.
- Section 3. That this ordinance is hereby declared to be an emergency measure necessary for the preservation of the health, safety and peace of the City of North Canton, and further necessary for the timely completion of the Everhard Road and Whipple Avenue Improvement Project to improve the flow and safety of traffic for motorists and pedestrians; wherefore, provided it receives the affirmative vote of six or more members of Council elected thereto, this ordinance shall take effect and be in full force immediately upon its adoption by Council and approval by the Mayor. Otherwise, it shall take effect and be in force from and after the earliest period allowed by law.

Passed in Council this _____ day of _____, 2016

David Held, Mayor

Signed: _____, 2016

ATTEST:

Mary Beth Bailey, Clerk of Council

**EVERHARD ROAD/WHIPPLE AVENUE PROJECT AGREEMENT
BETWEEN
STARK COUNTY BOARD OF COMMISSIONERS
AND
CITY OF NORTH CANTON, OHIO
("AGREEMENT")**

This Agreement is made and entered into this ____ day of _____, 2016 by and between the Board of Stark County Commissioners, hereinafter referred to as the COUNTY, duly authorized by Resolution No. ____ adopted on the ____ day of _____, 2016, and the City of North Canton, hereinafter referred to as the CITY, duly authorized by Ordinance No. ____ adopted on the ____ day of _____, 2016.

WHEREAS, there is currently located on Everhard Road/Whipple Avenue in Stark County and the City of North Canton, Ohio, highways, which the parties believe are in need of improvement; and

WHEREAS, the COUNTY and CITY wish to improve these highways; and

WHEREAS, inasmuch as the highway currently lies within the CITY and within the COUNTY, and the COUNTY and the CITY will each have certain responsibilities toward the improvement Project ("Project"), which will need to be agreed upon between them; and

WHEREAS, the parties wish to resolve their respective liabilities and obligations with respect to the design and construction of the Project at said location; and

WHEREAS, it is in the best interests of the COUNTY and the CITY to cooperate in the improvement of Everhard Road/Whipple Avenue; and

WHEREAS, pursuant to RC Sections 307.15, 5557.02, and 5557.03, the COUNTY and CITY have the authority to enter into said Agreement and the CITY may pay its portion of the above-described Project to the COUNTY; and

WHEREAS, the County and City mutually recognize the need for a formal Agreement regarding the maintenance of sections of road wherein mutual responsibilities exist; and

WHEREAS, it is agreed that general maintenance responsibility should be defined for the full width of road right-of-way for each section of roadway maintained; and

COPY

WHEREAS, it is agreed that a policy and system for the issuance of highway related permits is in the best interest of public health and welfare; and

WHEREAS, the COUNTY and the CITY mutually agree this Agreement regarding the maintenance of portions of said road by the other constitutes adequate consideration for entering into this agreement.

NOW THEREFORE, in consideration of the mutual covenants and agreements contained herein, the parties agree as follows:

1. The COUNTY shall prepare plans and specifications for the portion of the PROJECT that includes the widening of Whipple Avenue and Everhard Road. The CITY shall prepare plans and specifications for the portion of the PROJECT that includes the resurfacing, reconstruction and repair of Everhard Road.
2. The COUNTY shall advertise and sell the PROJECT. The COUNTY shall obtain funding from the Stark County Area Transportation Study (SCATS) to pay for 80% of the project construction and construction administration costs.
3. The COUNTY shall supervise the construction of the PROJECT.
4. The COUNTY shall apply for Ohio Public Works Commission (OPWC) funds to pay for a portion of the construction, right-of-way, design and construction administration costs with the CITY as a joint sponsor. Any remaining funding necessary for the construction and construction administration beyond that received from the SCATS and OPWC funds shall be borne by the COUNTY and CITY with the COUNTY to pay for the portion of the PROJECT that is currently outside the corporation limits of the CITY, and the CITY to pay for the portion of the PROJECT that is currently inside the corporation limits of the CITY.
5. The CITY will reimburse the COUNTY by payments to the COUNTY for the CITY'S share cost of the construction and construction administration within thirty (30) days of receipt of an invoice from the COUNTY.
6. Upon completion of the PROJECT, maintenance responsibilities for Everhard Road/Whipple Avenue shall be borne by the CITY within the

corporation limits of the CITY, and by the COUNTY outside the
corporation limits of the CITY.

7. This Agreement contains the entire Agreement by and between the parties
and the terms contained herein are contractual and are not a mere recital.

IN WITNESS WHEREOF, we have hereunto set our hands to this instrument this _____
day of _____, 2016.

STARK COUNTY COMMISSIONERS

Janet Creighton, Commissioner

Richard S. Regula, Commissioner

Tom Bernabei, Commissioner

Approved as to form
and legal sufficiency:

Assistant Prosecuting Attorney
Stark County, Ohio

CITY OF NORTH CANTON, OHIO

BY: _____
David Held, Mayor

Approved as to form
and legal sufficiency:

Timothy L. Fox, Law Director
City of North Canton, Ohio

COPY

RECEIVED

JAN 08 2016

ADMINISTRATION
NORTH CANTON, OHIO



City of NORTH CANTON, OHIO

145 NORTH MAIN STREET
NORTH CANTON OHIO 44720-2587

LEGISLATION REQUEST

January 8, 2016

To: **Daniel Jeff Peters, President**
City Council

Subject: Everhard Road/Whipple Ave. Cooperative Project

Requested By: *J. T. Bunkas*
City Engineer

Date: 1/8/16

Approved By: *[Signature]*
Director of Administration

Date: 1/8/2016

Requesting an ordinance authorizing the Mayor, through the Board of Control, to enter into an agreement with the Start County Board of Commissioners for improvement of Everhard Road and Whipple Avenue. (See attached)

EMERGENCY REQUESTED: Yes X No

RECEIVED

JAN 08 2016

COUNCIL OFFICE
NORTH CANTON, OHIO

North Canton City Council
Street and Alley Committee

Ordinance No. - 2016

An ordinance authorizing the Final Resolution enacted by the City of North Canton, Ohio, hereinafter referred to as the Legislative Authority/Local Public Agency or "LPA", in the matter of the stated described project, and declaring the same to be an emergency.

WHEREAS, on March 11, 2013, the City enacted legislation proposing cooperation with the Director of Transportation for the described project:

The project consists of widening of roadway to 4/5 lanes, including pedestrian/bike tunnel and new sidewalks, lying within the City of North Canton; and

WHEREAS, the City shall cooperate with the Director of Transportation in the above descry bed project as follows:

The City agrees to assume and bear 100% of the entire cost of the improvement within City limits, less the amount of Federal-aid funds set aside by the Director of Transportation for the financing of this improvement from funds allocated by the Federal Highway Administration, U.S. Department of Transportation.

The share of the cost of the LPA is now estimated in the amount of \$265,980.00, but said estimated amount is to be adjusted in order that the City's ultimate share of said improvement shall correspond with said percentages of actual costs when said actual costs are determined; and

WHEREAS, the Director of Transportation has approved said legislation proposing cooperation and has caused to be made plans and specifications and an estimated of costs and expense for improving the above described highway and has transmitted copies of the same to this legislative authority; and

WHEREAS, the City desires the Director of Transportation to proceed with the aforesaid highway improvement.

NOW THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF NORTH CANTON, COUNTY OF STARK, AND STATE OF OHIO:

Section 1. That the estimated sum of \$265,980.00 is hereby appropriated for the improvement described above and the Director of Finance is hereby authorized and directed to issue said sum upon the requisition of the Director of Transportation to pay the cost and expense of said improvement. We hereby agree to assume in the first instance, the share of the cost and expense over and above the amount to be paid from Federal funds.

- Section 2. That the City hereby requests the Director of Transportation to proceed with the aforesaid highway improvement.
- Section 3. That the City enter into a contract with the State, and that the Mayor or Director of Administration be, and is hereby authorized to execute said contract, providing for the payment of the LPA the sum of money set forth herein above the improving the described project.
- Section 4. That the City transmit to the Director of Transportation a fully executed copy of this ordinance.

The purpose of this contract is to set forth requirements associated with the highway project described below (hereinafter referred to as the "Project") and to establish the responsibilities for the administration of the Project by the City and the State.

Section 3. **LEGAL REFERENCES.**

This contract is established pursuant to Chapter 5521 of the Revised Code.

Section 4. **SCOPE OF WORK.**

The work to be performed under this contract shall consist of the following: the project consists of widening of roadway to 4/5 lanes, including pedestrian/bike tunnel and new sidewalks, lying within the City of North Canton.

Section 5. **FINANCIAL PARTICIPATION.**

- (a) The State agrees to provide the necessary funds as enumerated in this section and allowed by law for the financing of this project.
- (b) The State may allocate the money contributed by the City in whatever manner it deems necessary in financing the cost of construction, right-of-way, engineering, and incidental expenses, notwithstanding the percentage basis of contribution by the City.
- (c) The total cost and expenses for the project are only an estimate and the total cost and expenses may be adjusted by the State. If an adjustments are required, payment of additional funds shall correspond with the percentage of actual costs when said actual costs are determined, and as requested, by the Director of Transportation.

- (d) The City agrees to pay to the State its share of the total estimated cost expense for the above highway project in the amount of \$265,980.00.
- (e) The City agrees to assume and bear 100% of the entire cost of the improvement within city limits, less the amount of Federal aid funds set aside by the Director of Transportation for the financing of this improvement from funds allocated by the Federal Highway Administration, U.S. Department of Transportation.
- (f) The City agrees to assume and bear 100% of the cost of any construction items required by the City on the entire project, which are not necessary for the improvement, as determined by the State and Federal Highway Administration.
- (g) The City agrees that change orders and extra work contracts required fulfilling the construction contracts shall be processed as needed. The State shall not approve a change order or extra work contract until it first gives notice, in writing, to the City. The City shall contribute its share of the cost of these items in accordance with other sections herein.

Section 6. RIGHT-OF-WAY AND UTILITIES:

The City agrees that all right-of-way required for the described project will be acquired and/or made available in accordance with current State and Federal regulations. The City also understands that right-of-way costs include eligible utility costs.

The City agrees that all utility accommodation, relocation, and reimbursement will comply with the current provisions of 23 CFR 645 and the ODOT Utilities Manual, including that:

- A. Arrangements have been or will be made with all utilities where facilities are affected by the described Project, that the utilities have agreed to make all necessary removals and/or relocations to clear any construction called for by the plans of this Project, and that the utilities have agreed to make the necessary removals and/or relocations after notification by the City or State.
- B. The City shall, at its own expense, make all removals and/or relocations of publicly-owned utilities which do not comply with the reimbursement provisions of the ODOT Utilities Manual. Publicly-owned facilities which do comply with the reimbursement provisions of the ODOT Utilities Manual will be removed and/or relocated at project expense, exclusive of betterments.
- C. The removals and/or relocation of all utilities shall be done in such a manner as not to interfere with the operation of the contractor

constructing the Project and that the utility removals and/or relocations shall be approved by the State and performed in accordance with the provisions of the ODOT Construction and Materials Specifications.

Section 7. ADDITIONAL PROJECT OBLIGATIONS

1. The State shall initiate the competitive bid letting process and award the Project in accordance with ODOT's policies and procedures.
2. The City agrees:
 - A. To keep said highway open to traffic at all times;
 - B. To maintain the Project in accordance with the provisions of the statutes relating thereto.
 - C. To make ample financial and other provisions for such maintenance of the Project after its completion.
 - D. To maintain the right-of-way and keep it free of obstructions in a manner satisfactory to the State and hold said right-of-way inviolate for public highway purposes;
 - E. To place and maintain all traffic control devices conforming to the Ohio Manual on Uniform Traffic Control Devices on the project in compliance with the provisions of Section 4511.11 of the Ohio Revised Code;
 - F. To regulate parking in accordance with Section 4511.66 of the Ohio Revised Code, unless otherwise controlled by local ordinance or resolution.

Section 8. DISPUTES

In the event that any disputes arise between the State and the City concerning interruption of or performance pursuant to this contract, such disputes shall be resolved solely and finally by the Director of Transportation.

Section 9. NOTICE

Notice under this contract shall be directed as follows:

City of North Canton
145 N. Main Street
North Canton, Ohio 44720

Ohio Department of Transportation
Office of Estimating
1980 West Broad Street, 1st Floor
Columbus, Ohio 43223

Section 10. FEDERAL REQUIREMENTS

- A. In carrying out this contract, the City shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, disability, or age. The City will ensure that applicants are hired and that employees are treated during employment without regard to their race, religion, color, sex, national origin, disability, or age. Such action shall include, but not be limited to, the following: Employment, Upgrading, Demotion, or Transfer; Recruitment Advertising; Layoff or Termination; Rates of Pay or other forms of Compensation; and Selection for Training including Apprenticeship.
- B. To the extent necessary under Ohio law. The City agrees to post in conspicuous places, available to employees and applicants for employment notices setting forth the provisions of this nondiscrimination clause, the City will, in all solicitations for advertisements for employees placed by or on behalf of the City, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, national origin, disability, or age. If applicable, the City shall incorporate the foregoing requirements of this paragraph in all of its contracts for any of the work prescribed herein (other than subcontracts for standard commercial supplies or raw materials) and will require all of its subcontractors for any part of such work to incorporate such requirements in all subcontracts for such work.
- C. The City agrees to fully comply with Title VI of the Civil Rights Act of 1964, 42 USC, Sec. 2000, the City shall not discriminate on the basis of race, color, or national origin in its programs or activities. The Director of Transportation may monitor the Contractor's compliance with Title VI.

Section 11. GENERAL PROVISIONS

- A. This contract constitutes the entire contract between the parties. All prior discussions and understanding between the parties are superseded by this contract.
- B. Neither this contract nor any rights, duties or obligations described herein shall be assigned by either party hereto without the prior express written consent of the other party.
- C. Any change to the provisions of this contract must be made in a written amendment executed by both parties.
- D. This contract and any claims arising out of this contract shall be governed by the laws of the State of Ohio. Any provisions of this contract prohibited by the law of Ohio shall be deemed void and of

no effect. Any litigation arising out of or relating in any way to this contract or the performance thereunder shall be brought only in the courts of Ohio, and the City hereby irrevocably consents to such jurisdiction. To the extent that the State is a party to any litigation arising out of or relating in any way to this contract or the performance thereunder, such an action shall be brought only in a court of competent jurisdiction in Franklin County, Ohio.

- E. All financial obligations of the State of Ohio, as provided in this contract, are subject to the provisions of Section 126.07 of the Ohio Revised Code. The financial obligations of the State of Ohio shall not be valid and enforceable unless funds are appropriated by the Ohio General Assembly and encumbered by the State. Additionally, it is understood that this financial obligation of the City shall not be valid and enforceable unless funds are appropriated by the City's legislative body.
- F. This contract shall be deemed to have been substantially performed only when fully performed according to its terms and conditions and any modification thereof.
- G. City agrees that it is currently in compliance and will continue to adhere to the requirements of Ohio Ethics law as provided by Section 102.03 and 102.04 of the Ohio Revised Code.

Section 11. SIGNATURES

Any person executing this contract in a representative capacity hereby warrants that he/she has been duly authorized by his/her principal to execute this contract on such principal behalf.

Section 12. That if a provision of this ordinance is or becomes illegal, invalid or unenforceable, that it shall not affect the validity or enforceability of any other provision of this ordinance.

Section 13. That this ordinance is hereby declared to be an emergency measure necessary for the preservation of the health, safety and peace of the City of North Canton and further necessary to expedite the highway project(s) and to promote highway safety; wherefore, provided it receives the affirmative vote of six or more members of Council elected thereto, this ordinance shall take effect and be in full force from and after the earliest period allowed by law.

Passed in Council this _____ day of _____ 2016

David Held, Mayor

Signed: _____, 2016

ATTEST:

Mary Beth Bailey, Clerk of Council



City of NORTH CANTON, OHIO

145 NORTH MAIN STREET
NORTH CANTON OHIO 44720-2587

LEGISLATION REQUEST

December 18, 2015

To: **Daniel Jeff Peters, President**
City Council


Subject: **State Route 43 - Market Ave. North**

Requested By:


City Engineer

Date: 12/18/2015

Approved By:


Director of Administration

Date: 12/18/2015

The Ohio Department of Transportation (ODOT) has submitted the attached request for Final Legislation for ODOT's **SR 43 (Market Ave.) Project**. This project is to widen Market Ave. to 5 lanes from 50th Street to Applegrove Street.

EMERGENCY REQUESTED: Yes X No

There is a short time deadline for signing and returning the agreement.

RECEIVED

DEC 18 2015

COUNCIL OFFICE
NORTH CANTON, OHIO

FINAL RESOLUTION

The following Final Resolution enacted by the City of **North Canton**, Ohio, hereinafter referred to as the Legislative Authority/Local Public Agency or "LPA", in the matter of the stated described project.

WHEREAS, on 11th day of March, 2013, the LPA enacted legislation proposing cooperation with the Director of Transportation for the described project:

The project consists of widening of roadway to 4/5 lanes, including pedestrian/bike tunnel and new sidewalks, lying within the City of North Canton; and

WHEREAS, the LPA shall cooperate with the Director of Transportation in the above described project as follows:

The City agrees to assume and bear one hundred percent (100%) of the entire cost of the improvement within city limits, less the amount of Federal-aid funds set aside by the Director of Transportation for the financing of this improvement from funds allocated by the Federal Highway Administration, U.S. Department of Transportation.

The share of the cost of the LPA is now estimated in the amount of **Two Hundred Sixty Five Thousand Nine Hundred Eighty and - - - 00/100 Dollars, (\$265,980.00)**, but said estimated amount is to be adjusted in order that the LPA's ultimate share of said improvement shall correspond with said percentages of actual costs when said actual costs are determined; and

WHEREAS, The Director of Transportation has approved said legislation proposing cooperation and has caused to be made plans and specifications and an estimate of cost and expense for improving the above described highway and has transmitted copies of the same to this legislative authority; and

WHEREAS, The LPA desires the Director of Transportation to proceed with the aforesaid highway improvement.

NOW, THEREFORE, be it resolved:

- I. That the estimated sum, of **Two Hundred Sixty Five Thousand Nine Hundred Eighty and - - - 00/100 Dollars (\$265,980.00)** is hereby appropriated for the improvement described above and the fiscal officer is hereby authorized and directed to issue an order on the treasurer for said sum upon the requisition of the Director of Transportation to pay the cost and expense of said improvement. We hereby agree to assume in the first instance, the share of the cost and expense over and above the amount to be paid from **Federal** funds.
- II. That the LPA hereby requests the Director of Transportation to proceed with the aforesaid highway improvement.
- III. That the LPA enter into a contract with the State, and that **Mayor/Director of Public Service** be, and is hereby authorized to execute said contract, providing for the payment of the LPA the sum of money set forth herein above for improving the described project.
- IV. That the LPA transmit to the Director of Transportation a fully executed copy of this Resolution.

This is to certify that we have compared the foregoing copy of Resolution with the original record thereof, found in the record of the proceedings of the LPA, and which Resolution was duly passed by the LPA on the _____ day of _____, 2 _____, and that the same is a true and correct copy of the record of said Resolution and the action of said LPA thereon.

We further certify that said Resolution and the action of said LPA thereon is recorded in the journal of said LPA in Volume _____, at Page _____, and under date of _____, 2 _____.

Legislative Authority of the
City of North Canton, Ohio

Mayor/Director of Public Service

SEAL
(If Applicable)

Clerk (Secretary Ex-Officio)

FISCAL OFFICER'S CERTIFICATE
(Chapter 5521 and Section 5705.41, Ohio Revised Code)

I hereby certify to that the money, to wit: \$265,980.00 required for the payment of the cost other than that thereof assumed by the Federal Government, for the improvement of that portion of **State Route 43**, lying within the corporate limits of the City of **North Canton**, more particularly described as follows:

The project consists of widening of roadway to 4/5 lanes, including pedestrian/bike tunnel and new sidewalks, lying within the City of North Canton; and

has been lawfully appropriated for such purpose and is in the treasury to the credit of, or has been levied placed on the duplicate and in process of collection for the appropriate fund, and not appropriated for any other purpose; or is being obtained by sale of bonds issued on account of said improvement, which bonds are sold and in process of delivery.

I further certify that this certificate was made, sealed and filed with the legislative authority of the City of North Canton, Ohio, after said legislative authority passed the final resolution in connection with the within described project; and that this certificate was forthwith recorded in the record of the proceedings of said legislative authority, namely:

Legislative Authority's Journal, Volume _____, at Page _____,

IN WITNESS WHEREOF, I have hereunto set my hand and official seal as said fiscal officer, this _____ day of _____, 2016.

(Fiscal Officer's Seal)
(If Applicable)

Fiscal Officer of the City of
North Canton, Ohio

FINAL RESOLUTION

The following Final Resolution enacted by the City of North Canton, Ohio, hereinafter referred to as the Legislative Authority/Local Public Agency or "LPA", in the matter of the stated described project.

WHEREAS, on 11th day of March, 2013, the LPA enacted legislation proposing cooperation with the Director of Transportation for the described project:

The project consists of widening of roadway to 4/5 lanes, including pedestrian/bike tunnel and new sidewalks, lying within the City of North Canton; and

WHEREAS, the LPA shall cooperate with the Director of Transportation in the above described project as follows:

The City agrees to assume and bear one hundred percent (100%) of the entire cost of the improvement within city limits, less the amount of Federal-aid funds set aside by the Director of Transportation for the financing of this improvement from funds allocated by the Federal Highway Administration, U.S. Department of Transportation.

The share of the cost of the LPA is now estimated in the amount of Two Hundred Sixty Five Thousand Nine Hundred Eighty and - - - 00/100 Dollars, (\$265,980.00), but said estimated amount is to be adjusted in order that the LPA's ultimate share of said improvement shall correspond with said percentages of actual costs when said actual costs are determined; and

WHEREAS, The Director of Transportation has approved said legislation proposing cooperation and has caused to be made plans and specifications and an estimate of cost and expense for improving the above described highway and has transmitted copies of the same to this legislative authority; and

WHEREAS, The LPA desires the Director of Transportation to proceed with the aforesaid highway improvement.

NOW, THEREFORE, be it resolved:

- I. That the estimated sum, of **Two Hundred Sixty Five Thousand Nine Hundred Eighty and - - - - 00/100 Dollars (\$265,980.00)** is hereby appropriated for the improvement described above and the fiscal officer is hereby authorized and directed to issue an order on the treasurer for said sum upon the requisition of the Director of Transportation to pay the cost and expense of said improvement. We hereby agree to assume in the first instance, the share of the cost and expense over and above the amount to be paid from **Federal** funds.
- II. That the LPA hereby requests the Director of Transportation to proceed with the aforesaid highway improvement.
- III. That the LPA enter into a contract with the State, and that **Mayor/Director of Public Service** be, and is hereby authorized to execute said contract, providing for the payment of the LPA the sum of money set forth herein above for improving the described project.
- IV. That the LPA transmit to the Director of Transportation a fully executed copy of this Resolution.

This is to certify that we have compared the foregoing copy of Resolution with the original record thereof, found in the record of the proceedings of the LPA, and which Resolution was duly passed by the LPA on the _____ day of _____, 2 _____, and that the same is a true and correct copy of the record of said Resolution and the action of said LPA thereon.

We further certify that said Resolution and the action of said LPA thereon is recorded in the journal of said LPA in Volume _____, at Page _____, and under date of _____, 2 _____.

Legislative Authority of the
City of North Canton, Ohio

Mayor/Director of Public Service

SEAL
(If Applicable)

Clerk (Secretary Ex-Officio)

RECORD OF ORDINANCES

Dayton Legal Blank, Inc.

Form No. 30043

Ordinance No. 22-13

Passed March 11, 20 13

3/5/13-gmk
(Street & Alley)

Ordinance No. 22-13

An ordinance authorizing the Mayor of the City of North Canton of Stark County, Ohio, through the Board of Control, to enter into an agreement by and between the City of North Canton ("City") and the Ohio Department of Transportation ("ODOT"), for the widening of State Route 43 (Market Street) from 50th Street to Applegrove Street, including construction of a sidewalk within the City limits, and declaring the same to be an emergency.

Section 1. PROJECT DESCRIPTION:

Whereas, the State has identified the need for the described project: State Route 43 (Market Street) from 50th Street to Applegrove Street, Improvement Project within the City Limits.

NOW THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF NORTH CANTON, COUNTY OF STARK, STATE OF OHIO:

Section 2. CONSENT STATEMENT:

Being in the public interest, the City gives consent to the Director of Transportation to complete the above described project.

Section 3. COOPERATION STATEMENT:

The City shall cooperate with the Director of Transportation in the above described project as follows:

The City agrees to participate in the cost of construction within the City limits at zero total cost.

The City further agrees to pay one hundred percent of the cost of those features (such as sidewalk construction) requested by the City which are determined by the State and Federal Highway Administration to be unnecessary for the Project.

The City further agrees that change orders and extra work contracts required to fulfill the construction contracts shall be processed as needed. The State shall not approve a change order or extra work contract until it first gives notice, in writing, to the City. The City shall contribute its share of the cost of these items in accordance with other section herein.

Section 4. UTILITIES AND RIGHT-OF-WAY STATEMENT:

The City agrees make available to ODOT, in accordance with current State and Federal regulations, all existing necessary right-of-way within the City Limits required for the described Project.

The State shall be responsible for all utility accommodation, relocation and reimbursement and agrees that such accommodation, relocations and reimbursements shall comply with current provisions of 23 CFR 645 and the ODOT Utilities Manual.

Section 5. MAINTENANCE:

Upon completion of the described Project, and unless otherwise agreed, the City shall: (1) provide adequate maintenance for the described Project in accordance with all applicable state and federal law, including, but not limited to, 23 USC 116; (2) provide ample financial provisions, as necessary, for the maintenance of the described Project; (3) maintain the right-of-way, keeping it free of obstructions; and (4) hold said right-of-way inviolate for public highway purposes.



OHIO DEPARTMENT OF TRANSPORTATION

DISTRICT 4 • 2088 SOUTH ARLINGTON ROAD • AKRON, OHIO 44306 • (800) 603-1054

JOHN R. KASICH, GOVERNOR • JERRY WRAY, DIRECTOR • ALAN C. BIEHL, DISTRICT DEPUTY DIRECTOR

RECEIVED

DEC 16 2015

ADMINISTRATION
NORTH CANTON, OHIO

December 11, 2015

City of North Canton
145 North Main Street
North Canton, Ohio 44720-2587

Attention: Mr. Michael J. Grimes, Director of Administration

Subject STA-, SR 43-17.24 - PID 93376

Dear Mr. Grimes:

Transmitted herewith is the Final Legislation relating to the above referenced project.
Enclosed are the following items:

- a-Two copies of the suggested Final Resolution
- b-One Fiscal Officers Certificate
- c-Two Contracts
- d-One original and one copy of Official Highway Invoice No.
- e-One original and one copy of the Escrow Agreement for the Highway Improvement

For Specification book please go to:

<http://www.dot.state.oh.us/Divisions/ConstructionMgt/Specifications/2010CMS/2010Specbook.aspx>

Items **a**, **b**, and **c** are required to be executed in this chronological order given to comply with Section 5705.41 and Chapter 5521, Ohio Revised Code. Also, it should be noted that no changes can be made to these documents, except the Final Resolution, it is a sample. This sample form may be utilized by the local Public Agency or submit a copy of their Final Resolution.

When the legislation has been properly executed, one original of item **a** (or an original of the LPA's Final Resolution), one original of item **b**, two originals of item **c**, one original of item **d** must be returned to this office.

In addition to the above documents, a check for the invoiced amount OR one original of item **e**, must also be returned.

Since it is contemplated to schedule this project for letting March 1, 2016, and since the executed legislation must bear the approval of the Attorney General prior to advertising for bids, these documents must reach this Office no later than February 5, 2016.

Respectfully,

Allen C. Biehl, P. E.
Acting Planning and Engineering Administrator



Steven J. Rebillot
Planning Administrator

JGK/SJR

c: file

Enclosures

**ESCROW AGREEMENTS ARE NOT APPLICABLE ON PROJECTS REQUIRING A
LOCAL DEPOSIT OF \$25,000.00 OR LESS.**

CONTRACT
(Chapter 5521, Ohio Revised Code)

This contract is made by and between the State of Ohio, Department of Transportation, acting through its director (hereinafter referred to as the "STATE"), 1980 West Broad Street, Columbus, Ohio 43223, and the City of North Canton, (hereinafter referred to as the legislative authority/Local Public Agency or "LPA").

WITNESSTH:

WHEREAS, Chapter 5521 of the Ohio Revised Code provides that the legislative authority may cooperate with the STATE in a highway project made by and under the supervision of the Director of Transportation; and

WHEREAS, through the enactment of preliminary legislation, the LPA and the STATE have agreed to cooperate in the highway project described below; and

WHEREAS, through the enactment of final legislation, the LPA has committed to pay an estimated amount of money as its share of the total estimated cost and expense of the highway project described below; and

WHEREAS, the fiscal officer of the LPA has filed with the LPA a certificate stating that sufficient moneys are available, as required by Chapter 5521 and Section 5705.41 of the Ohio Revised Code. A duplicate certificate is attached hereto; and

WHEREAS, in accordance with the final legislation, the LPA hereby enters into this contract with the STATE to provide for payment of the agreed portion of the cost of the highway project and any additional obligations for the highway project described below.

NOW, THEREFORE, in consideration of the premises and the performances of mutual covenants hereinafter set forth, it is agreed by parties hereto as follows:

SECTION I: **RECITALS**

The foregoing recitals are hereby incorporated as a material part of this contract.

SECTION II: **PURPOSE**

The purpose of this contract is to set forth requirements associated with the highway project described below (hereinafter referred to as the "PROJECT") and to establish the responsibilities for the administration of the PROJECT by the LPA and the STATE.

SECTION III: LEGAL REFERENCES

This contract is established pursuant to Chapter 5521 of the Ohio Revised Code.

SECTION IV: SCOPE OF WORK

The work to be performed under this contract shall consist of the following:

The project consists of widening of roadway to 4/5 lanes, including pedestrian/bike tunnel and new sidewalks, lying within the City of North Canton.

SECTION V: FINANCIAL PARTICIPATION

1. The STATE agrees to provide the necessary funds as enumerated in this section and allowed by law for the financing of this project.
2. The STATE may allocate the money contributed by the LPA in whatever manner it deems necessary in financing the cost of construction, right-of-way, engineering, and incidental expenses, notwithstanding the percentage basis of contribution by the LPA.
3. The total cost and expenses for the project are only an estimate and the total cost and expenses may be adjusted by the STATE. If any adjustments are required, payment of additional funds shall correspond with the percentages of actual costs when said actual costs are determined, and as requested, by the Director of Transportation.
4. The LPA agrees to pay to the STATE its share of the total estimated cost expense for the above highway project in the amount of **Two Hundred Sixty Five Thousand Nine Hundred Eighty and 00/100 Dollars, (\$265,980.00)**.
5. The City agrees to assume and bear one hundred percent (100%) of the entire cost of the improvement within city limits, less the amount of Federal-aid funds set aside by the Director of Transportation for the financing of this improvement from funds allocated by the Federal Highway Administration, U.S. Department of Transportation.
6. The LPA agrees to assume and bear One Hundred Percent (100%) of the cost of any construction items required by the LPA on the entire project, which are not necessary for the improvement, as determined by the State and Federal Highway Administration.
7. The LPA agrees that change orders and extra work contracts required fulfilling the construction contracts shall be processed as needed. The STATE shall not approve a change order or extra work contract until it first gives notice, in writing, to the LPA. The LPA shall contribute its share of the cost of these items in accordance with other sections herein.

SECTION VI: RIGHT-OF-WAY AND UTILITIES

1. The LPA agrees that all right-of-way required for the described project will be acquired and/or made available in accordance with current State and Federal regulations. The LPA also understands that right-of-way costs include eligible utility costs.
2. The LPA agrees that all utility accommodation, relocation, and reimbursement will comply with the current provisions of 23 CFR 645 and the ODOT Utilities Manual, including that:
 - A. Arrangements have been or will be made with all utilities where facilities are affected by the described PROJECT, that the utilities have agreed to make all necessary removals and/or relocations to clear any construction called for by the plans of this PROJECT, and that the utilities have agreed to make the necessary removals and/or relocations after notification by the LPA or STATE.
 - B. The LPA shall, at its own expense, make all removals and/or relocations of publicly-owned utilities which do not comply with the reimbursement provisions of the ODOT Utilities Manual. Publicly-owned facilities which do comply with the reimbursement provisions of the ODOT Utilities Manual will be removed and/or relocated at project expense, exclusive of betterments.
 - C. The removals and/or relocation of all utilities shall be done in such a manner as not to interfere with the operation of the contractor constructing the PROJECT and that the utility removals and/or relocations shall be approved by the STATE and performed in accordance with the provisions of the ODOT Construction and Materials Specifications.

SECTION VII: ADDITIONAL PROJECT OBLIGATIONS

1. The STATE shall initiate the competitive bid letting process and award the PROJECT in accordance with ODOT's policies and procedures.
2. The LPA agrees:
 - A. To keep said highway open to traffic at all times;
 - B. To maintain the PROJECT in accordance with the provisions of the statutes relating thereto,
 - C. To make ample financial and other provisions for such maintenance of the PROJECT after its completion;
 - D. To maintain the right-of-way and keep it free of obstructions in a manner satisfactory to the STATE and hold said right-of-way inviolate for public highway purposes;

- E. To place and maintain all traffic control devices conforming to the Ohio Manual on Uniform Traffic Control Devices on the project in compliance with the provisions of Section 4511.11 of the Ohio Revised Code;
- F. To regulate parking in accordance with Section 4511.66 of the Ohio Revised Code, unless otherwise controlled by local ordinance or resolution.

SECTION VIII: DISPUTES

In the event that any disputes arise between the STATE and LPA concerning interruption of or performance pursuant to this contract, such disputes shall be resolved solely and finally by the Director of Transportation.

SECTION IX: NOTICE

Notice under this contract shall be directed as follows:

City of North Canton
145 N Main Street
North Canton, Ohio
44720

Ohio Department of Transportation
Office of Estimating
1980 West Broad Street, 1st Floor
Columbus, Ohio 43223

SECTION X: FEDERAL REQUIREMENTS

1. In carrying out this contract, LPA shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, disability, or age. LPA will ensure that applicants are hired and that employees are treated during employment without regard to their race, religion, color, sex, national origin, disability, or age. Such action shall include, but not be limited to, the following: Employment, Upgrading, Demotion, or Transfer; Recruitment Advertising; Layoff or Termination; Rates of Pay or other forms of Compensation; and Selection for Training including Apprenticeship.
2. To the extent necessary under Ohio law, LPA agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause. LPA will, in all solicitations or advertisements for employees placed by or on behalf of LPA, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, national origin, disability, or age. If applicable, the LPA shall incorporate the foregoing requirements of this paragraph in all of its contracts for any of the work prescribed herein (other than subcontracts for standard commercial supplies or raw materials) and will require all of its subcontractors for any part of such work to incorporate such requirements in all subcontracts for such work.

3. LPA agrees to fully comply with Title VI of the Civil Rights Act of 1964, 42 USC, Sec. 2000. LPA shall not discriminate on the basis of race, color, or national origin in its programs or activities. The Director of Transportation may monitor the Contractor's compliance with Title VI.

SECTION XI: GENERAL PROVISIONS

1. This contract constitutes the entire contract between the parties. All prior discussions and understandings between the parties are superseded by this contract.
2. Neither this contract nor any rights, duties or obligations described herein shall be assigned by either party hereto without the prior express written consent of the other party.
3. Any change to the provisions of this contract must be made in a written amendment executed by both parties.
4. This contract and any claims arising out of this contract shall be governed by the laws of the State of Ohio. Any provision of this contract prohibited by the law of Ohio shall be deemed void and of no effect. Any litigation arising out of or relating in any way to this contract or the performance thereunder shall be brought only in the courts of Ohio, and the LPA hereby irrevocably consents to such jurisdiction. To the extent that the STATE is a party to any litigation arising out of or relating in any way to this contract or the performance thereunder, such an action shall be brought only in a court of competent jurisdiction in Franklin County, Ohio.
5. All financial obligations of the State of Ohio, as provided in this contract, are subject to the provisions of Section 126.07 of the Ohio Revised Code. The financial obligations of the State of Ohio shall not be valid and enforceable unless funds are appropriated by the Ohio General Assembly and encumbered by the STATE. Additionally, it is understood that this financial obligation of the LPA shall not be valid and enforceable unless funds are appropriated by the LPA's legislative body.
6. This contract shall be deemed to have been substantially performed only when fully performed according to its terms and conditions and any modification thereof.
7. LPA agrees that it is currently in compliance and will continue to adhere to the requirements of Ohio Ethics law as provided by Section 102.03 and 102.04 of the Ohio Revised Code.

SECTION XI: SIGNATURES

Any person executing this contract in a representative capacity hereby warrants that he/she has been duly authorized by his/her principal to execute this contract on such principal behalf.

IN WITNESS THEREOF, the parties hereto have caused this contract to be duly executed in duplicate.

SEAL
(If Applicable)

**OHIO DEPARTMENT OF
TRANSPORTATION**

**LOCAL PUBLIC AGENCY
City of North Canton**

Director of Transportation

Mayor/Director of Public Service

Date

Date

Approved:
Mike DeWine
Attorney General of Ohio

By: _____
Stephen H. Johnson
Chief, Transportation Section

Date: _____

**OHIO DEPARTMENT OF TRANSPORTATION
ACCOUNT RECEIVABLE**

Make check payable to: Treasurer of State

Mail to: Jeffrey M. Hisem, Administrator
Attn: Helene Ware
Ohio Department of Transportation
Office of Estimating - #4160
1980 West Broad Street, 1st Floor
Columbus, Ohio 43223

Division: Planning Administration
PID No. 93376
Project No. (2016)
Invoice No. 10620

To: David J. Held
Mayor
145 N Main Street
North Canton, Ohio
44720

Federal Project No. E120 (532)
Stark County
City of North Canton
State Route 43
Section 17.24

PLEASE ENCLOSE ONE COPY OF THIS INVOICE TO IDENTIFY YOUR REMITTANCE

Proposal of Participation	Type of Agreement	Amount
		\$265,980.00

Contract amount \$244,176.19
ODOT Engineering amount. \$ 21,803.81

For the improvement of that portion of State Route 43, more particularly described as follows:

The project consists of widening of roadway to 4/5 lanes, including pedestrian/bike tunnel and new sidewalks, lying within the City of North Canton.

c: City of North Canton
District (4) Engineer
Accounts Receivable
Invoice File

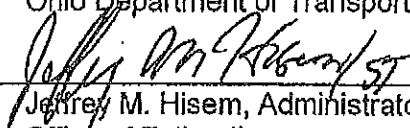
Total Amount Due \$265,980.00

Approved For Payment

Signature _____

Title _____

Date _____

Ohio Department of Transportation
By: 
Jeffrey M. Hisem, Administrator
Office of Estimating

ESCROW AGREEMENT FOR HIGHWAY IMPROVEMENT

This agreement made and entered at _____, Ohio, this ____ day
of _____, 2016, by and between the Legislative Authority of
_____, Ohio, The Ohio Department of Transportation (ODOT)
and _____ (FINANCIAL INSTITUTION)
_____, Ohio,
(address) (city)
(zip code) (telephone no.)

WITNESSETH

That for and in consideration of the covenants and agreements of the parties herein contained. The ODOT hereby expressly authorizes the City to deposit the pre-bid estimate (or some larger amount) of said City's participation share of project cost in the amount of **Two Hundred Sixty Five Thousand Nine Hundred Eighty and - - - 00/100 Dollars, (\$265,980.00)**, as required by the ODOT's Invoice No. 10620, on project described as: **Stark County - City of North Canton - State Route 43 - Section 17.24 - Federal Project No. E120(532)**, in an interest bearing account, repurchase agreement or certificate of deposit with the FINANCIAL INSTITUTION. The City hereby agrees to deposit into the aforementioned account funds in the amount of \$_____.

The Financial Institution shall fax confirmation of this act (ex: deposit slip - not escrow agreement) to **Jeffrey M. Hisem, Administrator, Attn: Helene Ware, Office of Estimating, within 24 hours of deposit**. Such funds shall thereupon remain on deposit for the credit of the ODOT and said City, until such time as payment of the City's estimated participation share, as determined after receipt of bids, is ordered to be paid by the Administrator of the Office of Estimating or the Director of ODOT. Upon receipt of such order for payment, **IN THE FORM OF A REVISED INVOICE**, the FINANCIAL INSTITUTION hereby agrees to deliver and pay over to The ODOT, by return mail within Twenty-four (24) hours, the funds so requested (but in no event more than the amount of the pre-bid estimate), and to deliver and pay over to the City the accrued interest thereon and any balance that may remain. (The City's ultimate share of the cost shall be determined in accordance with the FINAL RESOLUTION and the CONTRACT).

It is understood and agreed that funds on deposit pursuant to this agreement may be invested by the FINANCIAL INSTITUTION as provided herein and in accordance with applicable law and regulations. It is also expressly understood that the Local Public Agency shall not withdraw any funds.

Legislative Authority of the City of
North Canton, Ohio

Attest

Clerk of City Council

Attest

Mayor/Director of Public Service

Attest

Presiding Office of
Legislative Authority

The Ohio Department of Transportation

(Financial Institution)

Director of Transportation

(Address)

12-10-13

(Date)

(City)

(Attest)

(Zip Code)

by:

(Signed by officer of Financial Institution)

(Please print bank officer's name)

(Title)

(Date)

Office of Estimating - Fax No. (614)887-4064

RECORD OF ORDINANCES

Ordinance No. _____

Page No. _____

Ordinance No. 22-13

Passed March 11, 2013

3/5/13-gmk
(Street & Alley)

Ordinance No. 22-13

An ordinance authorizing the Mayor of the City of North Canton of Stark County, Ohio, through the Board of Control, to enter into an agreement by and between the City of North Canton ("City") and the Ohio Department of Transportation ("ODOT"), for the widening of State Route 43 (Market Street) from 50th Street to Applegrove Street, including construction of a sidewalk within the City limits, and declaring the same to be an emergency.

Section 1. PROJECT DESCRIPTION:

Whereas, the State has identified the need for the described project: State Route 43 (Market Street) from 50th Street to Applegrove Street, Improvement Project within the City Limits.

NOW THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF NORTH CANTON, COUNTY OF STARK, STATE OF OHIO:

Section 2. CONSENT STATEMENT:

Being in the public interest, the City gives consent to the Director of Transportation to complete the above described project.

Section 3. COOPERATION STATEMENT:

The City shall cooperate with the Director of Transportation in the above described project as follows:

The City agrees to participate in the cost of construction within the City limits at zero total cost.

The City further agrees to pay one hundred percent of the cost of those features (such as sidewalk construction) requested by the City which are determined by the State and Federal Highway Administration to be unnecessary for the Project.

The City further agrees that change orders and extra work contracts required to fulfill the construction contracts shall be processed as needed. The State shall not approve a change order or extra work contract until it first gives notice, in writing, to the City. The City shall contribute its share of the cost of these items in accordance with other section herein.

Section 4. UTILITIES AND RIGHT-OF-WAY STATEMENT:

The City agrees make available to ODOT, in accordance with current State and Federal regulations, all existing necessary right-of-way within the City Limits required for the described Project.

The State shall be responsible for all utility accommodation, relocation and reimbursement and agrees that such accommodation, relocations and reimbursements shall comply with current provisions of 23 CFR 645 and the ODOT Utilities Manual.

Section 5. MAINTENANCE:

Upon completion of the described Project, and unless otherwise agreed, the City shall: (1) provide adequate maintenance for the described Project in accordance with all applicable state and federal law, including, but not limited to, 23 USC 116; (2) provide ample financial provisions, as necessary, for the maintenance of the described Project; (3) maintain the right-of-way, keeping it free of obstructions; and (4) hold said right-of-way inviolate for public highway purposes.

*Previous
ORD*

RECORD OF ORDINANCES

Ordinance No. 22-13

Passed March 11, 2013

Section 6. AUTHORITY TO SIGN:

The Mayor of said City of North Canton is hereby empowered on behalf of the City of North Canton to enter into contracts with ODOT pre-qualified consultants for the preliminary engineering phase of the Project and to enter into contracts with the Director of Transportation necessary to complete the above described project.

Upon the request of ODOT, the Mayor is also empowered to assign all rights, title and interests of the City of North Canton to ODOT arising from any agreement with its consultant in order to allow ODOT to direct additional or corrective work, recover damages due to errors or omissions, and to exercise all other contractual rights and remedies afforded by law or equity.

The City agrees that if Federal Funds are used to pay the cost of any consultant contract, the City shall comply with 23 CFR 172 in the selection of its consultant and the administration of the consultant contract. Further the City agrees to incorporate ODOT's "Specifications for Consulting Services" as a contract document in all of its consultant contracts. The City agrees to require, as a scope of services that the consultant shall be responsible for ongoing consultant involvement during the construction phase of the Project. The City agrees to include a completion schedule acceptable to ODOT and to assist ODOT in rating the consultant's performance through ODOT's Consultant Evaluation System.

Section 3. That if a provision of this ordinance is or becomes illegal, invalid or unenforceable, that shall not affect the validity or enforceability of any other provision of this ordinance.

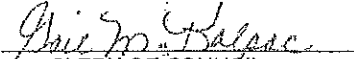
Section 4. That this ordinance is hereby declared to be an emergency measure necessary for the preservation of the health, safety and peace of the City of North Canton and further necessary to expedite the highway project(s) and to promote highway safety; wherefore, provided it receives the affirmative vote of six (6) or more members of Council elected thereto, this ordinance shall take effect and be in full force immediately upon its adoption by Council and approval by the Mayor.

North Canton, OH
Passed: 3/11/13


MAYOR

SIGNED: 3-11, 2013

ATTEST:


CLERK OF COUNCIL



OHIO DEPARTMENT OF TRANSPORTATION

DISTRICT 4 • 2088 SOUTH ARLINGTON ROAD • AKRON, OHIO 44306 • (800) 603-1054

JOHN R. KASICH, GOVERNOR • JERRY WRAY, DIRECTOR • ALAN C. BIEHL, DISTRICT DEPUTY DIRECTOR

RECEIVED

DEC 16 2015

ADMINISTRATION
NORTH CANTON, OHIO

December 11, 2015

City of North Canton
145 North Main Street
North Canton, Ohio 44720-2587

Attention: Mr. Michael J. Grimes, Director of Administration

Subject STA-, SR 43-17.24 - PID 93376

Dear Mr. Grimes:

Transmitted herewith is the Final Legislation relating to the above referenced project.
Enclosed are the following items:

- a-Two copies of the suggested Final Resolution
- b-One Fiscal Officers Certificate
- c-Two Contracts
- d-One original and one copy of Official Highway Invoice No.
- e-One original and one copy of the Escrow Agreement for the Highway Improvement

For Specification book please go to:

<http://www.dot.state.oh.us/Divisions/ConstructionMgt/Specifications/2010CMS/2010Specbook.aspx>

Items **a**, **b**, and **c** are required to be executed in this chronological order given to comply with Section 5705.41 and Chapter 5521, Ohio Revised Code. Also, it should be noted that no changes can be made to these documents, except the Final Resolution, it is a sample. This sample form may be utilized by the local Public Agency or submit a copy of their Final Resolution.

When the legislation has been properly executed, one original of item **a** (or an original of the LPA's Final Resolution), one original of item **b**, two originals of item **c**, one original of item **d** must be returned to this office.

In addition to the above documents, a check for the invoiced amount OR one original of item **e**, must also be returned.

Since it is contemplated to schedule this project for letting March 1, 2016, and since the executed legislation must bear the approval of the Attorney General prior to advertising for bids, these documents must reach this Office no later than February 5, 2016.

Respectfully,

Allen C. Biehl, P. E.
Acting Planning and Engineering Administrator



Steven J. Rebillot
Planning Administrator

JGK/SJR

c: file

Enclosures

**ESCROW AGREEMENTS ARE NOT APPLICABLE ON PROJECTS REQUIRING A
LOCAL DEPOSIT OF \$25,000.00 OR LESS.**

North Canton City Council
Street and Alley Committee

Ordinance No. - 2016

An ordinance authorizing the Director of Administration of the City of North Canton to advertise and receive bids according to specifications now on file in the Director's office, and authorizing the Mayor of the City of North Canton, upon Board of Control approval, to enter into a contract for the resurfacing, repaving, replacement, repair, and preventative maintenance of certain City streets, alleys, and parking lots, at a cost not to exceed \$800,000.

WHEREAS, certain City streets, alleys, and parking lots require resurfacing, repaving, replacement, repair, and preventative maintenance; and

WHEREAS, the City desires to enter into a contract for the resurfacing, repaving, replacement, repair, and preventative maintenance of certain City streets, alleys, and parking lots.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF NORTH CANTON, COUNTY OF STARK, AND STATE OF OHIO:

- Section 1. That the Director of Administration of the City of North Canton, be, and is hereby authorized to advertise and receive bids according to specifications now on file in the Director's office for the resurfacing, repaving, replacement, repair, and preventative maintenance of certain City streets, alleys, and parking lots.
- Section 2. That the Mayor of the City of North Canton, upon Board of Control approval, be, and is hereby authorized to enter into a contract for the resurfacing, repaving, replacement, repair, and preventative maintenance of certain City streets, alleys, and parking lots, at a cost not to exceed \$800,000.
- Section 3. That the Director of Finance of the City of North Canton, be, and is hereby authorized to draw funds necessary for the payment of the above specified contract from the following appropriations:

209	STORM SEWER LEVY FUND	
209.745.5229	Contract Payments	\$100,000
210	STREET IMPROVEMENT LEVY FUND	
210.543.5229	Contract Payments	\$150,000
330	CAPITAL IMPROVEMENT FUND	
330.546.5229	Contract Payments	\$350,000

651 WATER EXP. REPAIR & IMPROVEMENT FUND
651.767.5229 Sewer Revenue \$100,000

652 SEWER REVENUE FUND
652.779.5229 Contract Payments \$100,000
\$800,000

upon receipt of vouchers duly approved by the proper departmental authority.

Section 4. That if a provision of this ordinance is or becomes illegal, invalid, or unenforceable, that shall not affect the validity or enforceability of any other provision of this ordinance.

Section 5. That this ordinance shall take effect and be in force from and after the earliest period allowed by law.

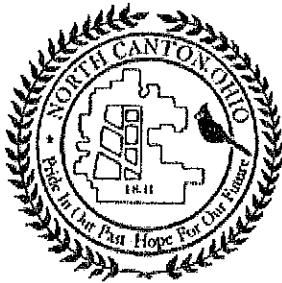
Passed in Council this _____ day of _____ 2016

David Held, Mayor

Signed: _____, 2016

ATTEST:

Mary Beth Bailey, Clerk of Council



City of NORTH CANTON, OHIO

145 NORTH MAIN STREET
NORTH CANTON OHIO 44720-2587

LEGISLATION REQUEST

January 20, 2016

To: **Daniel Jeff Peters, President
City Council**

Subject: **2016 Street Maintenance/Paving Program**

Requested By: 
City Engineer

Date: 1/20/16

Approved By: 
Director of Administration

Date: 1/20/16

Request: An ordinance authorizing the Director of Administration to advertise and receive bids, and authorizing the Mayor through the Board of Control to enter into a contract for the resurfacing, repaving, replacement, repair, and preventative maintenance of certain streets and alleys within the corporate limits of the City of North Canton.

Funds have been allocated as follows:

209.745.5229	\$	100,000	
210.543.5229		150,000	
330.546.5229		350,000	
651.767.5229		100,000	
652.779.5229		<u>100,000</u>	
	\$	800,000	TOTAL

EMERGENCY REQUESTED: Yes ☐ No ☒

RECEIVED

JAN 20 2016

COUNCIL OFFICE
NORTH CANTON, OHIO

North Canton City Council
Street and Alley Committee

Ordinance No. - 2016

An ordinance authorizing the Director of Administration of the City of North Canton to advertise and receive bids according to specifications now on file in the Director's office, and authorizing the Mayor of the City of North Canton, upon Board of Control approval, to enter into a contract for the Charlotte Street NE Improvements Project, at a total cost not to exceed \$250,000, and declaring the same to be an emergency.

WHEREAS, Charlotte Street NE requires street improvements; and

WHEREAS, the City desires to enter into a contract for street improvements at Charlotte Street NE.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF NORTH CANTON, COUNTY OF STARK, AND STATE OF OHIO:

- Section 1. That the Director of Administration of the City of North Canton, be, and is hereby authorized to advertise and receive bids according to specifications now on file in the Director's office, for the Charlotte Street NE Improvements Project.
- Section 2. That the Mayor of City of North Canton, upon Board of Control approval, be, and is hereby authorized to enter into a contract for the Charlotte Street NE Improvements Project, at a total cost not to exceed \$250,000.
- Section 3. That the Director of Finance of the City of North Canton, be, and is hereby authorized to draw funds necessary for the payment of the above specified contract from the following appropriation:

209 STORM SEWER IMPROVEMENT LEVY FUND	
209.745.5229 Contract Payments	\$25,000
651 WATER EXP. REPL. AND IMPROVEMENT FUND	
651.767.5502 Facilities – Inside Water Lines	\$150,000
652 SEWER OPERATING FUND	
652.779.5501 Facilities – Sewer Lines	\$75,000

upon receipt of vouchers duly approved by the proper departmental authority.

- Section 4. That if a provision of this ordinance is or becomes illegal, invalid, or unenforceable, that shall not affect the validity or enforceability of any other provision of this ordinance.
- Section 5. That this ordinance is hereby declared to be an emergency measure necessary for the preservation of the health, safety and peace of the City of North Canton and further necessary for the timely bid process and completion of the Charlotte Street NE Improvement Project during a weather permitting season; wherefore, provided it receives the affirmative vote of six or more members of Council elected thereto, this ordinance shall take effect and be in full force immediately upon its adoption by Council and approval by the Mayor. Otherwise, it shall take effect and be in force from and after the earliest period allowed by law. .

Passed in Council this _____ day of _____ 2016

David Held, Mayor

Signed: _____, 2016

ATTEST:

Mary Beth Bailey, Clerk of Council

RECEIVED

JAN 21 2016

ADMINISTRATION
NORTH CANTON, OHIO



City of NORTH CANTON, OHIO

145 NORTH MAIN STREET
NORTH CANTON OHIO 44720-2587

LEGISLATION REQUEST

January 20, 2016

To: **Daniel Jeff Peters, President
City Council**

Subject: **Charlotte Street NE Improvements Project**

Requested By:

J. Bunkes
City Engineer

Date:

1/20/16

Approved By:

[Signature]
Director of Administration

Date:

1/20/16

Request: An ordinance authorizing the Director of Administration to advertise and receive bids, and authorizing the Mayor through the Board of Control to enter into a contract for rehabilitation work to Charlotte St. NE.

Funds have been allocated as follows:

209.745.5229	\$	25,000	
651.767.5502		150,000	
652.779.5501		<u>75,000</u>	
	\$	250,000	TOTAL

EMERGENCY REQUESTED:

Yes X No

RECEIVED

JAN 21 2016

COUNCIL OFFICE
NORTH CANTON, OHIO

North Canton City Council
Street and Alley Committee

Ordinance No. - 2016

An ordinance authorizing the Director of Administration of the City of North Canton to advertise and receive bids according to specifications now on file in the Director's office, and authorizing the Mayor of the City of North Canton, upon Board of Control approval, to enter into a contract for the Parkview Avenue NW Rehabilitation Project, at a total cost not to exceed \$300,000.

WHEREAS, Parkview Avenue NW requires rehabilitation work; and

WHEREAS, the City desires to enter into a contract for rehabilitation work at Parkview Avenue NW.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF NORTH CANTON, COUNTY OF STARK, AND STATE OF OHIO:

Section 1. That the Director of Administration of the City of North Canton, be, and is hereby authorized to advertise and receive bids according to specifications now on file in the Director's office, for the Parkview Avenue NW Rehabilitation Project.

Section 2. That the Mayor of City of North Canton, upon Board of Control approval, be, and is hereby authorized to enter into a contract for the Parkview Avenue NW Rehabilitation Project, at a total cost not to exceed \$300,000.

Section 3. That the Director of Finance of the City of North Canton, be, and is hereby authorized to draw funds necessary for the payment of the above specified contract from the following appropriation:

330 CAPITAL IMPROVEMENT FUND	
330.546.5229 Contract Payments	\$300,000

upon receipt of vouchers duly approved by the proper departmental authority.

Section 4. That if a provision of this ordinance is or becomes illegal, invalid, or unenforceable, that shall not affect the validity or enforceability of any other provision of this ordinance.

Section 5. That this ordinance shall take effect and be in full force from and after the earliest period allowed by law.

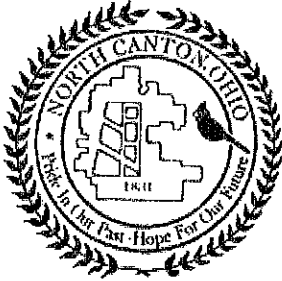
Passed in Council this _____ day of _____ 2016

David Held, Mayor

Signed: _____, 2016

ATTEST:

Mary Beth Bailey, Clerk of Council



City of NORTH CANTON, OHIO

145 NORTH MAIN STREET
NORTH CANTON OHIO 44720-2587

LEGISLATION REQUEST


January 20, 2016

To: **Daniel Jeff Peters, President
City Council**

Subject: **Parkview Ave NW Rehabilitation Project**

Requested By: 
City Engineer

Date: 1/20/16

Approved By: 
Director of Administration

Date: 1/20/16

Request: An ordinance authorizing the Director of Administration to advertise and receive bids, and authorizing the Mayor through the Board of Control to enter into a contract for rehabilitation work to Parkview Ave NW.

Funds have been allocated as follows:

330,546.5229 \$ 300,000

EMERGENCY REQUESTED: Yes ____ No X

RECEIVED

JAN 20 2016

COUNCIL OFFICE
NORTH CANTON, OHIO

North Canton City Council
Street and Alley Committee

Ordinance No. - 2016

An ordinance authorizing the Director of Administration of the City of North Canton to advertise and receive bids according to specifications now on file in the Director's office, and authorizing the Mayor of the City of North Canton, upon Board of Control approval, to enter into a contract for the Sheraton Drive NW Drainage Improvements Project, at a total cost not to exceed \$300,000.

WHEREAS, Sheraton Drive NW requires drainage improvements; and

WHEREAS, the City desires to enter into a contract for drainage improvements at Sheraton Drive NW.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF NORTH CANTON, COUNTY OF STARK, AND STATE OF OHIO:

Section 1. That the Director of Administration of the City of North Canton, be, and is hereby authorized to advertise and receive bids according to specifications now on file in the Director's office, for the Sheraton Drive NW Drainage Improvements Project.

Section 2. That the Mayor of City of North Canton, upon Board of Control approval, be, and is hereby authorized to enter into a contract for the Sheraton Drive NW Drainage Improvements Project, at a total cost not to exceed \$300,000.

Section 3. That the Director of Finance of the City of North Canton, be, and is hereby authorized to draw funds necessary for the payment of the above specified contract from the following appropriation:

330 CAPITAL IMPROVEMENT FUND	
330.546.5229 Contract Payments	\$300,000

upon receipt of vouchers duly approved by the proper departmental authority.

Section 4. That if a provision of this ordinance is or becomes illegal, invalid, or unenforceable, that shall not affect the validity or enforceability of any other provision of this ordinance.

Section 5. That this ordinance shall take effect and be in full force from and after the earliest period allowed by law. .

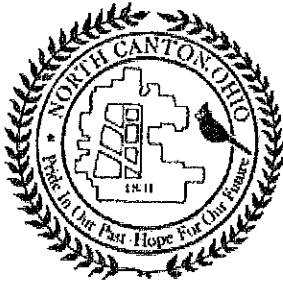
Passed in Council this _____ day of _____ 2016

David Held, Mayor

Signed: _____, 2016

ATTEST:

Mary Beth Bailey, Clerk of Council



City of NORTH CANTON, OHIO

145 NORTH MAIN STREET
NORTH CANTON OHIO 44720-2587

LEGISLATION REQUEST

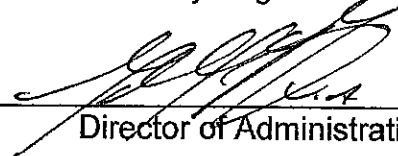
January 20, 2016

To: **Daniel Jeff Peters, President
City Council**

Subject: **Sheraton Drive NW Drainage Project**

Requested By: 
City Engineer

Date: 1/20/16

Approved By: 
Director of Administration

Date: 1/20/16

Request: An ordinance authorizing the Director of Administration to advertise and receive bids, and authorizing the Mayor through the Board of Control to enter into a contract for drainage improvements work to Sheraton Dr NW.

Funds have been allocated as follows:

330.546.5229 \$ 300,000

EMERGENCY REQUESTED: Yes No X

RECEIVED

JAN 20 2016

COUNCIL OFFICE
NORTH CANTON, OHIO

North Canton City Council
Street and Alley Committee

Ordinance No. - 2016

An ordinance authorizing the Director of Administration of the City of North Canton to advertise and receive bids according to specifications now on file in the Director's office, and authorizing the Mayor of the City of North Canton, upon Board of Control approval, to enter into a contract for the East Maple (Westgate at Walsh University) Street Improvements Project, at a total cost not to exceed \$250,000, and declaring the same to be an emergency.

WHEREAS, East Maple (Westgate at Walsh University) Street requires street improvements; and

WHEREAS, the City desires to enter into a contract for street improvements at East Maple (Westgate at Walsh University) Street.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF NORTH CANTON, COUNTY OF STARK, AND STATE OF OHIO:

- Section 1. That the Director of Administration of the City of North Canton, be, and is hereby authorized to advertise and receive bids according to specifications now on file in the Director's office, for the East Maple (Westgate at Walsh University) Street Improvements Project.
- Section 2. That the Mayor of City of North Canton, upon Board of Control approval, be, and is hereby authorized to enter into a contract for the East Maple (Westgate at Walsh University) Street Improvements Project, at a total cost not to exceed \$250,000.
- Section 3. That the Director of Finance of the City of North Canton, be, and is hereby authorized to draw funds necessary for the payment of the above specified contract from the following appropriation:

210 STREET IMPROVEMENT LEVY FUND	
210.543.5229 Contract Payments	\$16,500

333 HOOVER DISTRICT IMPROVEMENT FUND	
330.627.5228 Contract Payments – Developer	\$233,500

upon receipt of vouchers duly approved by the proper departmental authority.

- Section 4. That if a provision of this ordinance is or becomes illegal, invalid, or unenforceable, that shall not affect the validity or enforceability of any other provision of this ordinance.

Section 5. That this ordinance is hereby declared to be an emergency measure necessary for the preservation of the health, safety and peace of the City of North Canton and further necessary for the timely bid process and completion of the East Maple (Westgate at Walsh University) Street Improvements Project during a weather permitting season; wherefore, provided it receives the affirmative vote of six or more members of Council elected thereto, this ordinance shall take effect and be in full force immediately upon its adoption by Council and approval by the Mayor.

Passed in Council this _____ day of _____ 2016

David Held, Mayor

Signed: _____, 2016

ATTEST:

Mary Beth Bailey, Clerk of Council



City of NORTH CANTON, OHIO

145 NORTH MAIN STREET
NORTH CANTON OHIO 44720-2587

LEGISLATION REQUEST

January 20, 2016

To: **Daniel J. Peters, President**
City Council

Subject: **EAST MAPLE STREET PROJECT – Westgate @ Walsh University**

Requested By: 
City Engineer

Date: 1/20/16

Approved By: 
Director of Administration

Date: 1/20/16

An ordinance authorizing the Director of Administration to advertise and receive bids, and authorizing the Mayor, through the Board of Control to enter into a contract for East Maple Street Project – Westgate @ Walsh University.

Funds have been allocated as follows:

210
-209.543.5229 \$ 16,500
333.627.5228 \$ 233,500

EMERGENCY REQUESTED: Yes X No

RECEIVED

JAN 20 2016

North Canton City Council
Water, Sewer and Rubbish Committee

Ordinance No. - 2016

An ordinance authorizing the Director of Administration of the City of North Canton to advertise and receive bids according to specifications now on file in the Director's office, and authorizing the Mayor of the City of North Canton, upon Board of Control approval, to enter into a contract for the Heatherwood Street SW Waterline Replacement Project, at a total cost not to exceed \$400,000, and declaring the same to be an emergency.

WHEREAS, Heatherwood Street SW requires waterline replacement;
and

WHEREAS, the City desires to enter into a contract for a waterline replacement at Heatherwood Street SW.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF NORTH CANTON, COUNTY OF STARK, AND STATE OF OHIO:

Section 1. That the Director of Administration of the City of North Canton, be, and is hereby authorized to advertise and receive bids according to specifications now on file in the Director's office, for the Heatherwood Street SW Waterline Replacement Project.

Section 2. That the Mayor of City of North Canton, upon Board of Control approval, be, and is hereby authorized to enter into a contract for the Heatherwood Street SW Waterline Replacement Project, at a total cost not to exceed \$400,000.

Section 3. That the Director of Finance of the City of North Canton, be, and is hereby authorized to draw funds necessary for the payment of the above specified contract from the following appropriation:

209	STORM SEWER IMPROVEMENT LEVY FUND	
209.745.5229	Contract Payments	\$ 50,000

651	WATER EXP. REPL & IMPROVEMENT FUND	
651.767.5502	Facilities – Inside Waterlines	\$350,000

upon receipt of vouchers duly approved by the proper departmental authority.

Section 4. That if a provision of this ordinance is or becomes illegal, invalid or unenforceable, that shall not affect the validity or enforceability of any other provision of this ordinance.

Section 5. That this ordinance is hereby declared to be an emergency measure necessary for the preservation of the health, safety and peace of the City of North Canton and further necessary for the timely bid process and completion of the Heatherwood Street SW Waterline Replacement Project during a weather permitting season; wherefore, provided it receives the affirmative vote of six or more members of Council elected thereto, this ordinance shall take effect and be in full force immediately upon its adoption by Council and approval by the Mayor.

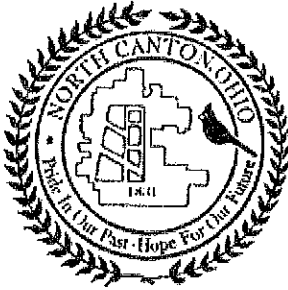
Passed in Council this _____ day of _____ 2016

David Held, Mayor

Signed: _____, 2016

ATTEST:

Mary Beth Bailey, Clerk of Council



City of NORTH CANTON, OHIO

145 NORTH MAIN STREET
NORTH CANTON OHIO 44720-2587

LEGISLATION REQUEST

January 20, 2016

To: **Daniel J. Peters, President**
City Council

Subject: **Heatherwood St SW Waterline Replacement Project**

Requested By:

[Signature]
City Engineer

Date: 1/20/16

Approved By:

[Signature]
Director of Administration

Date: 1/20/16

An ordinance authorizing the Director of Administration to advertise and receive bids, and authorizing the Mayor, through the Board of Control to enter into a contract for the Heatherwood Waterline Replacement Project.

Funds have been allocated as follows:

209.745.5229	50,000
651.767.5502	\$350,000

EMERGENCY REQUESTED: Yes X No

RECEIVED

JAN 20 2016

COUNCIL OFFICE
NORTH CANTON, OHIO

North Canton City Council
Water, Sewer and Rubbish Committee

Ordinance No. - 2016

An ordinance authorizing the Director of Administration of the City of North Canton to advertise and receive bids according to specifications now on file in the Director's office, and authorizing the Mayor of the City of North Canton, upon Board of Control approval, to enter into a contract for the Salway Avenue SW Waterline Replacement Project, at a total cost not to exceed \$1,050,000, and declaring the same to be an emergency.

WHEREAS, Salway Avenue SW requires waterline replacement; and

WHEREAS, the City desires to enter into a contract for a waterline replacement at Salway Avenue SW.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE
CITY OF NORTH CANTON, COUNTY OF STARK, AND STATE OF OHIO:

- Section 1. That the Director of Administration of the City of North Canton, be, and is hereby authorized to advertise and receive bids according to specifications now on file in the Director's office, for the Salway Avenue SW Waterline Replacement Project.
- Section 2. That the Mayor of City of North Canton, upon Board of Control approval, be, and is hereby authorized to enter into a contract for the Salway Avenue SW Waterline Replacement Project, at a total cost not to exceed \$1,050,000.
- Section 3. That the Director of Finance of the City of North Canton, be, and is hereby authorized to draw funds necessary for the payment of the above specified contract from the following appropriation:

330	CAPITAL IMPROVEMENT FUND	
301.546.5229	Contract Payments	\$200,000
651	WATER EXP. REPL & IMPROVEMENT FUND	
651.767.5502	Facilities – Inside Water Lines	\$850,000

upon receipt of vouchers duly approved by the proper departmental authority.

- Section 4. That if a provision of this ordinance is or becomes illegal, invalid or unenforceable, that shall not affect the validity or enforceability of any other provision of this ordinance.

Section 5. That this ordinance is hereby declared to be an emergency measure necessary for the preservation of the health, safety and peace of the City of North Canton and further necessary for the timely bid process and completion of the Salway Avenue SW Waterline Replacement Project during a weather permitting season; wherefore, provided it receives the affirmative vote of six or more members of Council elected thereto, this ordinance shall take effect and be in full force immediately upon its adoption by Council and approval by the Mayor.

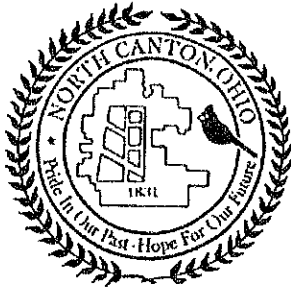
Passed in Council this _____ day of _____ 2016

David Held, Mayor

Signed: _____, 2016

ATTEST:

Mary Beth Bailey, Clerk of Council



City of NORTH CANTON, OHIO

145 NORTH MAIN STREET
NORTH CANTON OHIO 44720-2587

LEGISLATION REQUEST

January 20, 2016

To: **Daniel J. Peters, President**
City Council

Subject: **Salway Ave SW Waterline Replacement Project**

Requested By: T. Brunkas
City Engineer

Date: 1/20/16

Approved By: [Signature]
Director of Administration

Date: 1/20/16

An ordinance authorizing the Director of Administration to advertise and receive bids, and authorizing the Mayor, through the Board of Control to enter into a contract, not to exceed \$1,050,000, for the **Salway Ave SW Waterline Replacement Project**.

Funds have been allocated as follows:

330.546.5229	\$ 200,000
651.767.5502	850,000

EMERGENCY REQUESTED: Yes X No

RECEIVED

JAN 20 2016

COUNCIL OFFICE
NORTH CANTON, OHIO

North Canton City Council
Finance and Property Committee

Ordinance No. – 2016

An ordinance amending Ordinance No. 21 - 2015, the North Canton Service Center Siding Replacement Project in the City of North Canton, increasing the appropriation from not to exceed \$185,000.00 to not to exceed \$225,000.00, and declaring the same to be an emergency.

WHEREAS, it is necessary for the City to increase the appropriation from not to exceed \$185,000.00 to not to exceed \$225,000.00 in order for work to begin on the North Canton Service Center Siding Replacement Project.

NOW THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF NORTH CANTON, COUNTY OF STARK, AND STATE OF OHIO:

- Section 1. That Ordinance No. 21 - 2015, 2014 the North Canton Service Center Siding Replacement Project, be, and the same is hereby amended to increase its appropriation from not to exceed \$185,000.00 to not to exceed \$225,000.00; copy of Ordinance No. 21 – 2015 is attached hereto and is incorporated herein.
- Section 2. That if a provision of this ordinance is or becomes illegal, invalid or unenforceable, that shall not affect the validity or enforceability of any other provision of this ordinance.
- Section 3. That this ordinance is hereby declared to be an emergency measure necessary for the preservation of the health, safety and peace of the City of North Canton and further necessary for the timely completion of the Service Center Siding Replacement Project to take advantage of significant cost saving measures; wherefore, provided it receives the affirmative vote of six or more members of Council elected thereto, this ordinance shall take effect and be in full force immediately upon its adoption by Council and approval by the Mayor. Otherwise, it shall take effect and be in force from and after the earliest period allowed by law.

Passed in Council this _____ day of _____ 2016.

David Held, Mayor

Signed: _____, 2016

ATTEST:

Mary Beth Bailey, Clerk of Council



City of NORTH CANTON, OHIO

145 NORTH MAIN STREET
NORTH CANTON OHIO 44720-2587

LEGISLATION REQUEST

To: Daniel J. Peters, President
City Council

Subject: North Canton Service Center Buildings Siding Replacement Project

Requested By: *J. J. Banks*
City Engineer

Date: 12/16/2015

Approved By: *[Signature]*
Director of Administration

Date: 12/20/15

Legislation amending the allocated amount in the accounts as follows:

	<u>Allocated</u>	<u>Requested</u>
330.309.5501	\$ 185,000	\$ 225,000

for the North Canton Service Center Buildings Siding Replacement Project, as authorized per Ordinance 21-2015, from \$185,000 to \$225,000.

Bids were opened December 7, 2015 with the low bid being \$202,262.00

EMERGENCY REQUESTED: Yes X No

RECEIVED

DEC 21 2015

COUNCIL OFFICE
NORTH CANTON, OHIO

North Canton City Council
Finance and Property Committee

Ordinance No. - 2016

An ordinance authorizing the Director of Administration of the City of North Canton to advertise and receive bids, and authorizing the Mayor, upon Board of Control approval, to enter into a contract for the purchase of gasoline and diesel fuel for use by all city departments, for either a one year or two year period commencing June 1, 2016, and declaring the same to be an emergency.

NOW, THEREFORE, BE IT ORDINANCE BY THE COUNCIL OF THE
CITY OF NORTH CANTON, COUNTY OF STARK, AND STATE OF OHIO:

- Section 1. That the Director of Administration of the City of North Canton, be, and is hereby authorized to advertise and receive bids according to specifications now on file in the Director's office for the purchase of gasoline and diesel fuel for use by all city departments, for either a one year or two year period commencing June 1, 2016.
- Section 2. That the Mayor of the City of North Canton, upon Board of Control approval, be, and is hereby authorized to enter into a contract for the purchase of gasoline and diesel fuel for use by all city departments, for either a one year or two year period commencing June 1, 2016.
- Section 3. That the Director of Finance of the City of North Canton, be, and is hereby authorized to draw funds necessary for the payment of the above specified contract upon receipt of vouchers duly approved by the proper departmental authority from appropriations applicable thereto.
- Section 4. That if a provision of this ordinance is or becomes illegal, invalid or unenforceable, that shall not affect the validity or enforceability of any other provision of this ordinance.
- Section 5. That this ordinance is hereby declared to be an emergency measure necessary for the preservation of the health, safety and peace of the City of North Canton and further necessary to ensure the continued and efficient City operations; wherefore, provided it receives the affirmative vote of six or more members of Council elected thereto, this ordinance shall take effect and be in full force immediately upon its adoption by Council and approval by the Mayor. Otherwise, it shall take effect and be in force from and after the earliest period allowed by law.

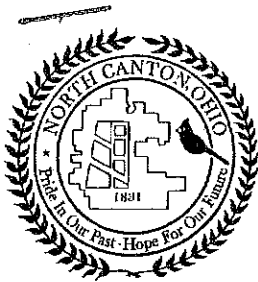
Passed in Council this _____ day of _____ 2016

David Held, Mayor

Signed: _____, 2016

ATTEST:

Mary Beth Bailey, Clerk of Council



145 North Main St. · North Canton, OH 44720
Phone: 330-499-8223 Fax: 330-305-0603
mgrimes@northcantonohio.gov

CITY OF NORTH CANTON

Michael J. Grimes
Director of Administration

Legislation Request

To: Daniel J. Peters, Council President
Date: December 29, 2015
Subject: Legislation Authorizing Gasoline and Diesel Fuel for the City

I am requesting legislation to authorize this office to advertise and receive bids for the purchase of Gasoline and Diesel Fuel for use by all city departments, for either a one (1) year or two (2) year period commencing June 1, 2016; and authorizing the Mayor, through the Board of Control, to enter into a contract for Gasoline and Diesel Fuel.

EMERGENCY REQUESTED X YES NO

Respectfully Submitted,

Michael J. Grimes

Copy;
File

RECEIVED

DEC 29 2015

COUNCIL OFFICE
NORTH CANTON, OHIO

North Canton City Council
Finance and Property Committee

Ordinance No. – 2016

An ordinance authorizing the Mayor of the City of North Canton, upon Board of Control approval, to enter into a contract by and between the City of North Canton and the City of Canton for the purpose of providing legal representation in the Canton Municipal Court for the prosecution of criminal cases, at a total cost not to exceed \$19,500 per year, for a period of two years beginning January 1, 2016 through December 31, 2017, and declaring the same to be an emergency.

NOW THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF
NORTH CANTON, COUNTY OF STARK, AND STATE OF OHIO:

- Section 1. That the Mayor of the City of North Canton, upon Board of Control approval, be, and is hereby authorized to enter into a contract by and between the City of North Canton and the City of Canton for the purpose of providing legal representation by the City of Canton through its Law Department and Prosecutor's Office with regard to the prosecution of criminal cases and other related matters as provided for therein in the Canton Municipal Court, at a total cost not to exceed \$19,500 per year, payable in eight equal payments to be made on the first day of each quarter.
- Section 2. That the agreement by and between the City of North Canton and the City of Canton shall be effective for a period of two years beginning January 1, 2016 through December 31, 2017.
- Section 3. That the Director of Finance of the City of North Canton, Ohio, be, and is hereby authorized to draw funds necessary for the payment of the above specified agreement from the following appropriation:
- | | |
|---|--------------|
| 622 DIRECTOR OF LAW | |
| 101.622.5225 Professional Services (Canton) | \$19,500/yr. |
- upon receipt of vouchers duly approved by the proper departmental authority.
- Section 4. That if a provision of this ordinance is or becomes illegal, invalid or unenforceable, that shall not affect the validity or enforceability of any other provision of this ordinance.
- Section 5. That this ordinance is hereby declared to be an emergency measure necessary for the preservation of the health, safety and peace of the City of North Canton and further necessary for the timely renewal of the contract without a loss of service; wherefore, provided it receives the affirmative vote of six or more members of Council elected thereto, this ordinance shall take effect and be in full force immediately upon its adoption by Council and approval by the Mayor.

Passed in Council this _____ day of _____ 2016.

David Held, Mayor

Signed: _____, 2016

ATTEST:

Mary Beth Bailey, Clerk of Council

CONTRACT

THIS AGREEMENT is entered into this ____ day of _____, 20____, by and between the City of Canton, Ohio, and the City of North Canton, Ohio.

WITNESSETH:

WHEREAS, the City of Canton, through the City Law Department and the City Prosecutor's Office, provides legal representation to the City of North Canton with regard to the prosecution of criminal cases and related matters; and

WHEREAS, the parties wish to enter into contractual agreement for a period of two (2) years effective January 1, 2016 thru December 31, 2017, specifying the services to be provided by the Canton City Prosecutor's Office and the amount of compensation to be paid the City of Canton by the City of North Canton for its services;

NOW, THEREFORE, the parties do mutually agree as follows:

1. The City of Canton, Ohio, through the Law Department and City Prosecutor's Office, shall provide the following listed services in representation of the City of North Canton, Ohio, for the prosecution of criminal cases:

- a. Acceptance for prosecution of transfers pursuant to Ohio Revised Code Section 2937.08 from the Mayor's Court;
- b. Private affidavits;
- c. Unofficial prosecutor's hearings involving bad checks, domestic disputes, neighborhood disturbances and other similar problems;
- d. Preliminary hearings on felonies;
- e. Advising the municipality's police officers and its police department;
- f. Preparation of search warrants;
- g. Preparation of misdemeanor and felony summons and warrants;
- h. Issuances of trial subpoenas;
- i. Attendance at criminal court arraignments and criminal pretrials;
- j. Representation at all trials to the court and jury trials;
- k. Representation on points and refusal hearings;
- l. Representation in the appeals of any of the foregoing matters.

2. The City of North Canton shall pay to the City of Canton as and for full compensation, the sum of \$39,000.00. This amount is for services rendered from the period of January 1, 2016 thru December 31, 2017, and shall be divided into eight (8) equal payments to be made on the first day of each quarter.

IN WITNESS WHEREOF, the parties have hereunto set their hands on the date first above written.

WITNESSES:

CITY OF CANTON, OHIO

BY: _____

Joseph Martuccio
Law Director

CITY OF NORTH CANTON

BY: _____

David Held
Mayor

Approved as to Form:

Joseph Martuccio
Canton Law Director

RECORD OF ORDINANCES

PREVIOUS

Dayton Legal Blank, Inc.

Page No. 1

Ordinance No. 4-14

Passed January 13, 20 14

1/7/14-gmk
(Finance & Property)

Ordinance No. 4-14

An ordinance authorizing the Mayor of the City of North Canton, through the Board of Control, to enter into a contract by and between the City of North Canton and the City of Canton for the purpose of providing legal representation in the Canton Municipal Court, at a total cost not to exceed \$19,500 per year, for a period of two (2) years beginning January 1, 2014 through December 31, 2015, and declaring the same to be an emergency.

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF NORTH CANTON, COUNTY OF STARK, AND STATE OF OHIO:

Section 1. That the Mayor of the City of North Canton, through the Board of Control, be, and is hereby authorized to enter into a contract by and between the City of North Canton and the City of Canton for the purpose of providing legal representation by the City of Canton through its Law Department and Prosecutor's Office with regard to the prosecution of criminal cases and other related matters as provided for therein in the Canton Municipal Court, at a total cost not to exceed \$19,500 per year, payable in eight equal payments to be made on the first day of each quarter.

Section 2. That the agreement by and between the City of North Canton and the City of Canton shall be effective for a period of two (2) years beginning January 1, 2014 through December 31, 2015.

Section 3. That the Director of Finance of the City of North Canton, Ohio, be, and is hereby authorized to draw funds necessary for the payment of the above specified agreement from the following appropriation:

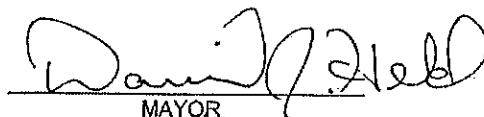
622 DIRECTOR OF LAW
101.622.5225 Professional Services (Canton) \$19,500/yr.

upon receipt of vouchers duly approved by the proper departmental authority.

Section 4. That if a provision of this ordinance is or becomes illegal, invalid or unenforceable, that shall not affect the validity or enforceability of any other provision of this ordinance.

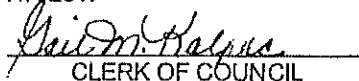
Section 5. That this ordinance is hereby declared to be an emergency measure necessary for the preservation of the health, safety and peace of the City of North Canton and further necessary for the timely renewal of the contract without a loss of service; wherefore, provided it receives the affirmative vote of six (6) or more members of Council elected thereto, this ordinance shall take effect and be in full force immediately upon its adoption by Council and approval by the Mayor.

North Canton, OH
Passed: 1/13/14


MAYOR

SIGNED: 1/13, 2014

ATTEST:


CLERK OF COUNCIL



145 North Main St. · North Canton, OH 44720
Phone: 330-499-8223 Fax: 330-305-0603
mgrimes@northcantonohio.gov

CITY OF NORTH CANTON

Michael J. Grimes
Director of Administration

Legislation Request

To: Daniel J. Peters, Council President
Date: December 21, 2015
Subject: Agreement – Canton Law Department

I am requesting legislation authorizing the Mayor of the City of North Canton to enter into and sign a contract between the City of North Canton and the Canton Law Department for providing legal representation for a period effective January 1, 2016 through December 31, 2017 at a total cost not to exceed \$19,500.00.

Please note that our current 2-year agreement from 2014 is set to expire and there is no increased cost for the newly proposed 2-year agreement.

EMERGENCY REQUESTED X YES NO

Time is of the essence since our current agreement is set to expire and we could not submit this request earlier due to the fact we were just recently notified of the cost for the newly proposed agreement.

Respectfully Submitted,

Michael J. Grimes

Copy; Law Director Timothy Fox
Chief Stephan Wilder
File

RECEIVED

DEC 21 2015

COUNCIL OFFICE
NORTH CANTON, OHIO



CANTON LAW DEPARTMENT
CITY HALL - 7TH FLOOR
218 CLEVELAND AVE. S.W., P.O. BOX 24218
CANTON, OHIO 44701-4218
FACSIMILE (330) 489-3374

JOSEPH MARTUCCIO
LAW DIRECTOR

RECEIVED

DEC 18 2015

ADMINISTRATION
NORTH CANTON, OHIO

December 11, 2015

CIVIL DIVISION
(330) 489-3251

Kevin R. L'Hommedieu
Chief Counsel

Kristen Bates Aylward
Deputy Chief Counsel

Craig E. Chessler
Jason P. Reese
Thomas A. Burns
Richard A. Nicodemo
Assistant Law Directors

CRIMINAL DIVISION
(330) 489-3395

Tyrone D. Hauritz
City Prosecutor

Jennifer L. Fitsimmons
Chief Assistant Prosecutor

Kristen Guardado
*DV Prosecutor/Senior
Trial Counsel*

Katie M. Erchick
Anthony J. Flex
Tasha Forchione
Christy M. Donnelly
Kelly L. Parker
Assistant Prosecutors

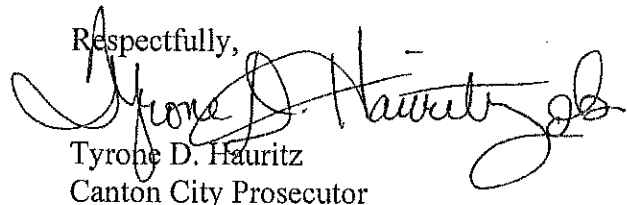
Mayor David Held
145 N. Main Street
N. Canton, OH 44720

Dear Mayor Held:

Please find enclosed a proposed contract between the City of Canton Law Department and the City of North Canton for 2016 and 2017. We look forward to continuing to provide your department 24 hour round the clock service despite all the proposed budget cuts and layoffs. We've enjoyed working with your staff and have attempted to create new ways to assist your officers. We've prepared new criminal complaints, search warrants and legal documents to make the pursuit of justice simpler.

I would appreciate it if you could please review these contracts and return them signed to us within fourteen days. If you have any questions, please feel free to contact me.

Respectfully,



Tyrone D. Hauritz
Canton City Prosecutor

TH/db

Enclosure

North Canton City Council
Finance and Property Committee

Ordinance No. - 2016

An ordinance authorizing the Mayor of the City of North Canton, upon Board of Control approval, and pursuant to the Ohio Cooperative Purchase Act, to enter into an agreement with Jack Doheny Companies for the purchase of an Elgin Whirlwind MV Pure Vacuum Street Sweeper, and declaring the same to be an emergency.

WHEREAS, the City of North Canton must replace a street sweeper;
and

WHEREAS, the Ohio Cooperative Purchase Act enables municipalities, such as the City of North Canton, to benefit from economies of scale, expedite its procurement process, and achieve a substantial savings on the purchase of an Elgin Whirlwind MV Pure Vacuum Street Sweeper.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF NORTH CANTON, COUNTY OF STARK, AND STATE OF OHIO:

Section 1. That the Mayor of the City of North Canton, upon Board of Control approval, and pursuant to the Ohio Cooperative Purchase Act, be, and is hereby authorized to enter into an agreement with Jack Doheny Companies for the purchase of an Elgin Whirlwind MV Pure Vacuum Street Sweeper at a cost not to exceed \$239,889.50.

Section 2. That the Director of Finance of the City of North Canton, be, and is hereby authorized to draw funds necessary for the payment of the above-specified contract from the following appropriations:

330	CAPTIAL IMPROVEMENT FUND	
330.542.5229	Professional Services	\$119,944.75

652	SEWER OPERATING FUND	
652.779.5500	Equipment	\$119,944.75

upon receipt of vouchers duly approved by the proper departmental authority.

Section 3. That if a provision of this ordinance is or becomes illegal, invalid, or unenforceable, that shall not affect the validity or enforceability of any other provision of this ordinance.

Section 4. That this ordinance is hereby declared to be an emergency measure necessary for the preservation of the health, safety, and peace of the City of North Canton and further necessary for the timely purchase of an Elgin Whirlwind MV Pure Vacuum Street Sweeper for City employees involved in keeping the City streets and gutters cleared of debris, sand, and sodium chloride; wherefore, provided it receives the affirmative vote of six or more members of Council elected thereto, this ordinance shall take effect and be in full force immediately upon its adoption by Council and approval by the Mayor. Otherwise, it shall take effect and be in force from and after the earliest period allowed by law.

Passed in Council this _____ day of _____ 2016

David Held, Mayor

Signed: _____, 2016

ATTEST:

Mary Beth Bailey, Clerk of Council



7300 Freedom Ave · North Canton, OH 44720
Phone: 330-499-1528 Fax: 330-966-3617

CITY OF NORTH CANTON

JAMES M. DAVIS SR.

Superintendent of City Services

Legislation Request

To: Jeff Peters, Council President
Date: January 11, 2016
Subject: **Street Sweeper Replacement**

Please place the above subject matter on the next available Committee of the Whole agenda for consideration of an ordinance the Mayor of the City of North, through the Board of Control, to enter into an agreement for the purchase of an Elgin Whirlwind MV Pure Vacuum Street Sweeper from Jack Doheny Companies to replace the current street sweeper for use by Street Department at the Service Center, pursuant to the Ohio Cooperative Purchase Act.

We would be replacing a 2006 Vactor SC8000 with a 2016 Elgin Whirlwind that will be used by the Street Department under the Ohio Contract Index Number STS800246 for a total price of \$239,889.50. This includes the trade in of the Vactor toward the purchase. This has been budgeted in the 2016 budget under Street Const Maint & Repair account 330.542.5229 in the amount of \$119,944.75 and Sewer Maintenance 652.779.5500 in the amount of \$119,944.75

EMERGENCY REQUESTED ☒ YES ☐ NO

Time is of the essence so the equipment can be purchased in time for the spring work season.

Requested by: [Signature]
Superintendent of City Services

Date: 1/11/16

Approved by: [Signature]
Director of Administration

Date: 1/12/2016

RECEIVED

JAN 13 2016

COUNCIL OFFICE
NORTH CANTON, OHIO

North Canton City Council
Finance and Property Committee

Ordinance No. - 2016

An ordinance authorizing the Mayor of the City of North Canton, upon Board of Control approval, to enter into an agreement for the purchase of two dump trucks from a vendor or, in the alternative, pursuant to the Ohio Cooperative Purchase Act, and declaring the same to be an emergency.

WHEREAS, the City of North Canton must replace two dump trucks; and

WHEREAS, the Ohio Cooperative Purchase Act enables municipalities, such as the City of North Canton, to benefit from economies of scale, expedite its procurement process, and achieve a substantial purchase savings for the purchase of two dump trucks.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF NORTH CANTON, COUNTY OF STARK, AND STATE OF OHIO:

Section 1. That the Mayor of the City of North Canton, upon Board of Control approval, and pursuant to the Ohio Cooperative Purchase Act, be, and is hereby authorized to enter into an agreement for the purchase of two dump trucks at a cost not to exceed \$185,000.00 per vehicle.

Section 2. That the Director of Finance of the City of North Canton, be, and is hereby authorized to draw funds necessary for the payment of the above-specified contract from the following appropriations:

330	CAPITAL IMPROVEMENT FUND	
330.542.5229	Equipment	\$185,000.00
650	WATER REVENUE FUND	
650.767.5500	Equipment	\$185,000.00

upon receipt of vouchers duly approved by the proper departmental authority.

Section 3. That if a provision of this ordinance is or becomes illegal, invalid, or unenforceable, that shall not affect the validity or enforceability of any other provision of this ordinance.

Section 4. That this ordinance is hereby declared to be an emergency measure necessary for the preservation of the health, safety, and peace of the City of North Canton and further necessary for the timely purchase of the two dump trucks and to ensure continued efficient operation of the Street and Water Departments during peak paving season; wherefore, provided it receives the affirmative vote of six or more members of Council elected thereto, this ordinance shall take effect and be in full force immediately upon its adoption by Council and approval by the Mayor. Otherwise, it shall take effect and be in force from and after the earliest period allowed by law.

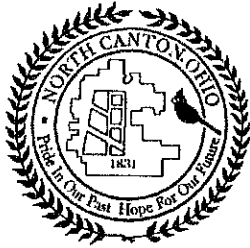
Passed in Council this _____ day of _____, 2016

David Held, Mayor

Signed: _____, 2016

ATTEST:

Mary Beth Bailey, Clerk of Council



7300 Freedom Ave • North Canton, OH 44720
Phone: 330-499-1528 Fax: 330-966-3617

CITY OF NORTH CANTON

JAMES M. DAVIS SR.

Superintendent of City Services

Legislation Request

To: Jeff Peters, Council President

Date: January 14, 2016

Subject: **Dump Truck Purchase for Street and Water Department**

Please place the above subject matter on the next available Committee of the Whole agenda for consideration of an ordinance the Mayor of the City of North, through the Board of Control, to enter into an agreement for the purchase of (2) 2016 dump truck chassis with an "upfit package" that includes stainless steel bed, snow/ice control package, and lighting for use by the Street and Water Department at the Service Center for daily use and snow/ice removal, pursuant to the Ohio Cooperative Purchase Act.

We would be purchasing (2) 2016 dump trucks with upfit packages that will be used by the Street and Water Department respectively under the ODOT Co-op Contract for chassis, and upfit manufacturer. This has been budgeted in the 2016 budget under Capital Transportation Equipment account 330.542.5229 and Water Distribution Improvement account 651.767.5500 in the amount of \$185,000.00 per vehicle.

EMERGENCY REQUESTED ☒ YES ☐ NO

Time is of the essence for to purchase vehicle chassis and upfits in order to be ready for the 2016/2017 snow/ice season.

Requested by: [Signature]
Superintendent of City Services

Date: 1/14/2014

Approved by: [Signature]
Director of Administration

Date: 1/14/2014

RECEIVED

JAN 14 2016

COUNCIL OFFICE
NORTH CANTON, OHIO

North Canton City Council
Finance and Property Committee

Ordinance No. - 2016

An ordinance authorizing the Mayor of the City of North Canton, upon Board of Control approval, to enter into an agreement for the purchase of three trucks from a vendor or, in the alternative, pursuant to the Ohio Cooperative Purchase Act, and declaring the same to be an emergency.

WHEREAS, the City of North Canton must replace three trucks; and

WHEREAS, the Ohio Cooperative Purchase Act enables municipalities, such as the City of North Canton, to benefit from economies of scale, expedite its procurement process, and achieve a substantial purchase savings for the purchase of three trucks.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF NORTH CANTON, COUNTY OF STARK, AND STATE OF OHIO:

Section 1. That the Mayor of the City of North Canton, upon Board of Control approval, and pursuant to the Ohio Cooperative Purchase Act, be, and is hereby authorized to enter into an agreement for the purchase of three trucks at a cost not to exceed \$185,000.00 per vehicle.

Section 2. That the Director of Finance of the City of North Canton, be, and is hereby authorized to draw funds necessary for the payment of the above-specified contract from the following appropriations:

330	CAPITAL IMPROVEMENT FUND	
330.542.5229	Equipment	\$120,000.00

652	SEWER OPERATING FUND	
652.779.5500	Equipment	\$50,000.00

upon receipt of vouchers duly approved by the proper departmental authority.

Section 3. That if a provision of this ordinance is or becomes illegal, invalid, or unenforceable, that shall not affect the validity or enforceability of any other provision of this ordinance.

Section 4. That this ordinance is hereby declared to be an emergency measure necessary for the preservation of the health, safety, and peace of the City of North Canton and further necessary for the timely purchase of the three trucks and to ensure continued efficient operation of the Street and Sewer Departments; wherefore, provided it receives the affirmative vote of six or more members of Council elected thereto, this ordinance shall take effect and be in full force immediately upon its adoption by Council and approval by the Mayor. Otherwise, it shall take effect and be in force from and after the earliest period allowed by law.

Passed in Council this _____ day of _____ 2016

David Held, Mayor

Signed: _____, 2016

ATTEST:

Mary Beth Bailey, Clerk of Council



145 North Main St. · North Canton, OH 44720
Phone: 330-499-8223 Fax: 330-305-0603
mgrimes@northcantonohio.gov

RECEIVED

JAN 20 2016

ADMINISTRATION
NORTH CANTON, OHIO

CITY OF NORTH CANTON

Michael J. Grimes
Director of Administration

Legislation Request

To: Daniel J. Peters, Council President
Date: January 20, 2016
Subject: Authorization – Purchase of Vehicles

An ordinance authorizing the Director of Administration to advertise and receive bids according to specifications now on file in the office of the Director of Administration and authorizing the Mayor, through the Board of Control, to enter into an agreement for the purchase of three (3) Trucks for use by the Street and Sewer Departments from a vendor or, in the alternative purchase the vehicles pursuant to and within the purview of the Ohio Cooperative Purchase Act.

Although these three (3) trucks will be of different sizes because of their projected uses, this is an attempt to bundle the purchase of these trucks by the Street Department in order to attempt to get a better price than if bought separately.

Funds have been allocated as follows:

652.779.5500 - \$50,000.00
330.542.5229 - \$120,000.00

EMERGENCY REQUESTED X YES NO

Taking delivery of the vehicles is generally not a quick process and equipment has to also be ordered to receive it in time for installation into the vehicles to make them work ready. One of the vehicles is a replacement in the snow removal fleet as we are down a truck.

Respectfully Submitted,

Michael J. Grimes

Copy: Supt. Service & Utilities Jim Davis
File

RECEIVED

JAN 20 2016

COUNCIL OFFICE
NORTH CANTON, OHIO

North Canton City Council
Finance and Property Committee

ORDINANCE NO. – 2016

AN ORDINANCE PROVIDING FOR THE ISSUANCE AND SALE OF BONDS IN THE MAXIMUM PRINCIPAL AMOUNT OF \$5,300,000 FOR THE PURPOSE OF REFUNDING AT A LOWER COST CERTAIN OF THE CITY'S OUTSTANDING (I) WATER SYSTEM IMPROVEMENT BONDS, SERIES 2007 DATED FEBRUARY 14, 2007, AND (II) VARIOUS PURPOSE BONDS, SERIES 2011A DATED MARCH 23, 2011, AND DECLARING AN EMERGENCY.

WHEREAS, pursuant to Ordinance No. 138-06, passed by the City Council on December 11, 2006 (the 2007 Original Bond Legislation), there were issued \$4,415,000 Water System Improvement Bonds, Series 2007, dated February 14, 2007, which bonds are currently outstanding in the aggregate principal amount of \$2,870,000 and will mature on December 1 in the years 2016 through and including 2026 (the 2007 Outstanding Bonds); and

WHEREAS, pursuant to Ordinance Nos. 80-10, passed by the City Council on October 25, 2010, Ordinance No. 90-10, passed by the City Council on November 3, 2010, and Ordinance Nos. 91-10 and 92-10, passed by the City Council on November 5, 2010 (collectively, the 2011 Original Bond Legislation and, together with the 2007 Original Bond Legislation, the Original Bond Legislation), there were issued \$3,315,000 Various Purpose Bonds, Series 2011A, dated March 23, 2011, which bonds are currently outstanding in the aggregate principal amount of \$2,595,000 and will mature on December 1 in the years 2016 through and including 2020, 2022, 2024, 2026, 2028 and 2030 (the 2011 Outstanding Bonds and, together with the 2007 Outstanding Bonds, the Outstanding Bonds); and

WHEREAS, this Council finds and determines that it is necessary and in the best interest of the City to refund at a lower cost all or a portion of the Outstanding Bonds (the Refunded Bonds); and

WHEREAS, the Director of Finance, as fiscal officer of the City, has certified to this Council that the estimated life or period of usefulness of the improvement described in Section 2 was, at the time the Refunded Bonds were issued, at least five years, and the estimated maximum maturity of the Bonds described in Section 2 is not later than December 1, 2030, the final maturity of the Refunded Bonds;

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF NORTH CANTON, STARK COUNTY, OHIO, THAT:

Section 1. Definitions and Interpretation. In addition to the words and terms elsewhere defined in this Ordinance, unless the context or use clearly indicates another or different meaning or intent:

"Authorized Denominations" means (subject to any limitations in Section 3) the denomination of \$5,000 or any integral multiple thereof.

"Bond proceedings" means, collectively, this Ordinance, the Final Terms Certificate, the Continuing Disclosure Agreement and such other proceedings of the City, including the Bonds, that provide collectively for, among other things, the rights of holders and beneficial owners of the Bonds.

"Bond Purchase Agreement" means the Bond Purchase Agreement between the City and the Original Purchaser, as it may be modified from the form on file with the Clerk of Council and executed by the Mayor and the Fiscal Officer in accordance with Section 6.

"Bond Register" means all books and records necessary for the registration, exchange and transfer of Bonds as provided in Section 5.

"Bond Registrar" means the bank or trust company appointed pursuant to Section 4 of this Ordinance as the initial authenticating agent, bond registrar, transfer agent and paying agent for the Bonds under the Bond Registrar Agreement, if necessary, and until a successor Bond Registrar shall have become such pursuant to the provisions of the Bond Registrar Agreement and, thereafter, "Bond Registrar" shall mean the successor Bond Registrar.

"Bond Registrar Agreement" means, if determined necessary in the Final Terms Certificate by the Fiscal Officer, the Bond Registrar Agreement between the City and the Bond Registrar, as it may be modified from the form on file with the Clerk of Council and signed by the Mayor and the Fiscal Officer in accordance with Section 4.

"Bonds" means, collectively, the Serial Bonds and the Term Bonds, each as is designated as such in the Final Terms Certificate.

"Book entry form" or "book entry system" means a form or system under which (a) the ownership of book entry interests in Bonds and the principal of and interest on the Bonds may be transferred only through a book entry and (b) physical Bond certificates in fully registered form are issued by the City only to a Depository or its nominee as registered owner, with the Bonds "immobilized" in the custody of the Depository or its agent. The book entry maintained by others than the City is the record that identifies the owners of book entry interests in those Bonds and that principal and interest.

"Closing Date" means the date of physical delivery of, and payment of the purchase price for, the Bonds.

"Code" means the Internal Revenue Code of 1986, the Regulations (whether temporary or final) under that Code or the statutory predecessor of that Code, and any amendments of, or successor provisions to, the foregoing and any official rulings, announcements, notices, procedures and judicial determinations regarding any of the foregoing, all as and to the extent applicable. Unless otherwise indicated, reference to a Section of the Code includes any applicable successor section or provision and such applicable Regulations, rulings, announcements, notices, procedures and determinations pertinent to that Section.

"Continuing Disclosure Agreement" means the agreement authorized by Section 6(c), to be substantially in the form on file with the Clerk of Council, made by the City for the benefit of holders and beneficial owners of the Bonds in accordance with the Rule.

"Depository" means any securities depository that is a clearing agency under federal law operating and maintaining, with its Participants or otherwise, a book entry system to record ownership of book entry interests in Bonds or the principal of and interest on Bonds, and to effect transfers of Bonds, in book entry form, and includes and means initially The Depository Trust Company (a limited purpose trust company), New York, New York.

"Escrow Agreement" means the Escrow Agreement between the City and the Escrow Trustee, as it may be modified from the form on file with the Clerk of Council and signed by the Mayor and the Fiscal Officer in accordance with Section 8.

"Escrow Fund" means the Escrow Fund established pursuant to Section 9.

"Escrow Trustee" means the bank or trust company appointed pursuant to Section 8 of this Ordinance as the initial escrow trustee with respect to the Refunded Bonds under the Escrow Agreement and until a successor Escrow Trustee shall have become such pursuant to the provisions of the Escrow Agreement and, thereafter, "Escrow Trustee" shall mean the successor Escrow Trustee.

"Final Terms Certificate" means the certificate authorized by Section 6(a), to be signed by the Fiscal Officer, setting forth and determining those terms or other matters pertaining to the Bonds and their issuance, sale and delivery as this Ordinance requires or authorizes to be set forth or determined therein.

"Fiscal Officer" means the Director of Finance of the City.

"Interest Payment Dates" means, unless otherwise determined by the Fiscal Officer in the Final Terms Certificate, June 1 and December 1 of each year that the Bonds are outstanding, commencing June 1, 2016.

"Original Purchaser" means Robert W. Baird & Co., or the original purchaser of the Bonds designated by the Fiscal Officer in the Final Terms Certificate.

"Participant" means any participant contracting with a Depository under a book entry system and includes securities brokers and dealers, banks and trust companies, and clearing corporations.

"Principal Payment Dates" means unless otherwise determined by the Fiscal Officer in the Final Terms Certificate, December 1 in each of the years from and including 2016 to and including 2030, provided that in no case shall the total number of Principal Payment Dates exceed the maximum maturity of the Bonds referred to in the preambles hereto.

"Refunded Bonds" means those of the Outstanding Bonds as determined by the Fiscal Officer in the Final Terms Certificate to be necessary and in the best interest of the City to be refunded at a lower cost.

"Rule" means Rule 15c2-12 prescribed by the SEC pursuant to the Securities Exchange Act of 1934.

"SEC" means the Securities and Exchange Commission.

"Serial Bonds" means those Bonds designated as such and maturing on the dates set forth in the Final Terms Certificate, bearing interest payable on each Interest Payment Date and not subject to mandatory sinking fund redemption.

"Term Bonds" means those Bonds designated as such and maturing on the date or dates set forth in the Final Terms Certificate, bearing interest payable on each Interest Payment Date and subject to mandatory sinking fund redemption.

The captions and headings in this Ordinance are solely for convenience of reference and in no way define, limit or describe the scope or intent of any Sections, subsections, paragraphs, subparagraphs or clauses hereof. Reference to a Section means a section of this Ordinance unless otherwise indicated.

Section 2. Authorized Principal Amount and Purpose. This Council determines that it is necessary and in the best interest of the City to issue bonds of the City in one lot in the maximum principal amount of \$5,300,000 (the Bonds) for the purpose of refunding at a lower cost certain of the City's Outstanding Bonds, which were issued for the purposes of to pay costs of (i) improving streets by resurfacing, reconstructing and otherwise improving the same, together with all work incidental thereto, as set forth in the plans maintained by the City Engineer and approved or to be approved by Council; (ii) improving and renovating the municipal water distribution system by constructing and replacing water mains, valves, connections and fire hydrants, together with work necessary and incidental thereto; (iii) improving and renovating the existing City Hall and Civic Center by replacing the roof on each, construction of a salt storage shed for the road department, and renovating municipal facilities and improving the sites thereof; (iv) constructing a waterline between certain termini, together with the necessary appurtenances; (v) rehabilitating and improving an existing water tower, together with all incidentals and appurtenances thereto;

and (vi) constructing, installing and replacing certain water lines, together with all necessary appurtenances thereto.

The aggregate principal amount of Bonds to be issued shall not exceed \$5,300,000 and shall be issued in an amount determined by the Fiscal Officer in the Final Terms Certificate to be the aggregate principal amount of Bonds required to be issued, taking into account any premium above or discount from the aggregate principal amount of the Bonds at which they are sold to the Original Purchaser, in order to effect the purpose for which the Bonds are to be issued, including the payment of any expenses properly allocable to the refunding of the Refunded Bonds and the issuance of the Bonds.

Section 3. Denominations; Dating; Principal and Interest Payment and Redemption Provisions. The Bonds shall be issued in one lot and only as fully registered bonds, in the Authorized Denominations, but in no case as to a particular maturity date exceeding the principal amount maturing on that date. The Bonds shall be dated as provided in the Final Terms Certificate, provided that their dated date shall not be more than 60 days prior to the Closing Date.

(a) Interest Rates and Interest Payment Dates. The Bonds shall bear interest at the rate or rates per year (computed on the basis of a 360-day year consisting of 12 30-day months) as shall be determined by the Fiscal Officer in the Final Terms Certificate. Interest on the Bonds shall be payable at such rate or rates on the Interest Payment Dates until the principal amount has been paid or provided for. The Bonds shall bear interest from the most recent date to which interest has been paid or provided for or, if no interest has been paid or provided for, from their date.

(b) Principal Payment Schedule. The Bonds shall mature or be payable pursuant to Mandatory Sinking Fund Redemption Requirements (as hereinafter defined and described) on the Principal Payment Dates in principal amounts as shall be determined by the Fiscal Officer, subject to subsection (c) of this Section, in the Final Terms Certificate, consistent with the Fiscal Officer's determination of the best interest of and financial advantages to the City.

Consistent with the foregoing and in accordance with the Fiscal Officer's determination of the best interest of and financial advantages to the City, the Fiscal Officer shall specify in the Final Terms Certificate (i) the aggregate principal amount of Bonds to be issued as Serial Bonds, the Principal Payment Dates on which those Bonds shall be stated to mature and the principal amount thereof that shall be stated to mature on each such Principal Payment Date, and (ii) the aggregate principal amount of Bonds to be issued as Term Bonds, the Principal Payment Date or Dates on which those Bonds shall be stated to mature, the principal amount thereof that shall be stated to mature on each such Principal Payment Date, the Principal Payment Date or Dates on which Term Bonds shall be subject to mandatory sinking fund redemption (Mandatory Redemption Dates) and the principal amount thereof that shall be payable pursuant to Mandatory Sinking Fund Redemption Requirements on each Mandatory Redemption Date.

(c) Conditions for Establishment of Interest Rates and Principal Payment Dates and Amounts. The rate or rates of interest per year to be borne by the Bonds, and the principal amount of Bonds maturing or payable pursuant to Mandatory Sinking Fund Redemption Requirements on each Principal Payment Date, shall be such as to demonstrate net present value savings to the City due to the refunding of the Refunded Bonds, taking into account all expenses related to that refunding and issuance of the Bonds.

(d) Payment of Debt Charges. The debt charges on the Bonds shall be payable in lawful money of the United States of America without deduction for the services of the Bond Registrar as paying agent. Principal of and any premium on the Bonds shall be payable when due upon presentation and surrender of the Bonds at the office of the Bond Registrar designated in the Final Terms Certificate or, if not so designated, then at the principal corporate trust office of the Bond Registrar. Interest on a Bond shall be paid on each Interest Payment Date by check or draft mailed to the person in whose name the Bond was registered, and to that person's address appearing, on the Bond Register at the close of business on the 15th day preceding that Interest Payment Date. Notwithstanding the foregoing, if and so long as the Bonds are issued in a book entry system, principal of and interest and any premium on the Bonds shall be payable in the manner provided in any agreement entered into by the Fiscal Officer, in the name and on behalf of the City, in connection with the book entry system.

(e) Redemption Provisions. The Bonds shall be subject to redemption prior to stated maturity as follows:

(i) Mandatory Sinking Fund Redemption of Term Bonds. If any of the Bonds are issued as Term Bonds, the Term Bonds shall be subject to mandatory redemption in part by lot and be redeemed pursuant to mandatory sinking fund requirements, at a redemption price of 100% of the principal amount redeemed, plus accrued interest to the redemption date, on the applicable Mandatory Redemption Dates and in the principal amounts payable on those dates, for which provision is made in the Final Terms Certificate (such dates and amounts being the Mandatory Sinking Fund Redemption Requirements).

The aggregate of the moneys to be deposited with the Bond Registrar for payment of principal of and interest on any Term Bonds on each Mandatory Redemption Date shall include an amount sufficient to redeem on that date the principal amount of Term Bonds payable on that date pursuant to Mandatory Sinking Fund Redemption Requirements (less the amount of any credit as hereinafter provided).

The City shall have the option to deliver to the Bond Registrar for cancellation Term Bonds in any aggregate principal amount and to receive a credit against the then current or any subsequent Mandatory Sinking Fund Redemption Requirement (and corresponding mandatory redemption obligation) of the City, as specified by the Fiscal Officer, for Term Bonds stated to mature on the same Principal Payment Date as the Term Bonds so delivered. That option shall be exercised by the City on or before the 15th day preceding any Mandatory Redemption Date with respect to which the City wishes to

obtain a credit, by furnishing the Bond Registrar a certificate, signed by the Fiscal Officer, setting forth the extent of the credit to be applied with respect to the then current or any subsequent Mandatory Sinking Fund Redemption Requirement for Term Bonds stated to mature on the same Principal Payment Date. If the certificate is not timely furnished to the Bond Registrar, the current Mandatory Sinking Fund Redemption Requirement (and corresponding mandatory redemption obligation) shall not be reduced. A credit against the then current or any subsequent Mandatory Sinking Fund Redemption Requirement (and corresponding mandatory redemption obligation), as specified by the Fiscal Officer, also shall be received by the City for any Term Bonds which prior thereto have been redeemed (other than through the operation of the applicable Mandatory Sinking Fund Redemption Requirements) or purchased for cancellation and canceled by the Bond Registrar, to the extent not applied theretofore as a credit against any Mandatory Sinking Fund Redemption Requirement, for Term Bonds stated to mature on the same Principal Payment Date as the Term Bonds so redeemed or purchased and canceled.

Each Term Bond so delivered, or previously redeemed, or purchased and canceled, shall be credited by the Bond Registrar at 100% of the principal amount thereof against the then current or subsequent Mandatory Sinking Fund Redemption Requirements (and corresponding mandatory redemption obligations), as specified by the Fiscal Officer, for Term Bonds stated to mature on the same Principal Payment Date as the Term Bonds so delivered, redeemed or purchased and canceled.

(ii) Optional Redemption. The Bonds of the maturities, if any, specified in the Final Terms Certificate shall be subject to redemption by and at the sole option of the City, in whole or in part in integral multiples of \$5,000, on the dates, in the years and at the redemption prices (expressed as a percentage of the principal amount to be redeemed), plus accrued interest to the redemption date, to be determined by the Fiscal Officer in the Final Terms Certificate; provided that (i) the earliest optional redemption date shall not be more than 10½ years after the Closing Date and (ii) the redemption price for the earliest optional redemption date shall not be greater than 102%.

If optional redemption of Term Bonds at a redemption price exceeding 100% of the principal amount to be redeemed is to take place as of any Mandatory Redemption Date applicable to those Term Bonds, the Term Bonds, or portions thereof, to be redeemed optionally shall be selected by lot prior to the selection by lot of the Term Bonds of the same maturity to be redeemed on the same date by operation of the Mandatory Sinking Fund Redemption Requirements. Bonds to be redeemed pursuant to this paragraph shall be redeemed only upon written notice from the Fiscal Officer to the Bond Registrar, given upon the direction of this Council through a resolution or an ordinance. That notice shall specify the redemption date and the principal amount of each maturity of Bonds to be redeemed, and shall be given at least 45 days prior to the redemption date or such shorter period as shall be acceptable to the Bond Registrar.

(iii) Partial Redemption. If fewer than all of the outstanding Bonds are called for optional redemption at one time and Bonds of more than one maturity are then outstanding, the Bonds that are called shall be Bonds of the maturity or maturities

selected by the City. If fewer than all of the Bonds of a single maturity are to be redeemed, the selection of Bonds of that maturity to be redeemed, or portions thereof in amounts of \$5,000 or any integral multiple thereof, shall be made by the Bond Registrar by lot in a manner determined by the Bond Registrar. In the case of a partial redemption of Bonds by lot when Bonds of denominations greater than \$5,000 are then outstanding, each \$5,000 unit of principal thereof shall be treated as if it were a separate Bond of the denomination of \$5,000. If it is determined that one or more, but not all, of the \$5,000 units of principal amount represented by a Bond are to be called for redemption, then, upon notice of redemption of a \$5,000 unit or units, the registered owner of that Bond shall surrender the Bond to the Bond Registrar (i) for payment of the redemption price of the \$5,000 unit or units of principal amount called for redemption (including, without limitation, the interest accrued to the date fixed for redemption and any premium), and (ii) for issuance, without charge to the registered owner, of a new Bond or Bonds of any Authorized Denomination or Denominations in an aggregate principal amount equal to the unmatured and unredeemed portion of, and bearing interest at the same rate and maturing on the same date as, the Bond surrendered.

(iv) Notice of Redemption. The notice of the call for redemption of Bonds shall identify (A) by designation, letters, numbers or other distinguishing marks, the Bonds or portions thereof to be redeemed, (B) the redemption price to be paid, (C) the date fixed for redemption, and (D) the place or places where the amounts due upon redemption are payable. The notice shall be given by the Bond Registrar on behalf of the City by mailing a copy of the redemption notice by first class mail, postage prepaid, at least 30 days prior to the date fixed for redemption, to the registered owner of each Bond subject to redemption in whole or in part at the registered owner's address shown on the Bond Register maintained by the Bond Registrar at the close of business on the fifteenth day preceding that mailing. Failure to receive notice by mail or any defect in that notice regarding any Bond, however, shall not affect the validity of the proceedings for the redemption of any Bond.

(v) Payment of Redeemed Bonds. In the event that notice of redemption shall have been given by the Bond Registrar to the registered owners as provided above, there shall be deposited with the Bond Registrar on or prior to the redemption date, moneys that, in addition to any other moneys available therefor and held by the Bond Registrar, will be sufficient to redeem at the redemption price thereof, plus accrued interest to the redemption date, all of the redeemable Bonds for which notice of redemption has been given. Notice having been mailed in the manner provided in the preceding paragraph hereof, the Bonds and portions thereof called for redemption shall become due and payable on the redemption date, and, subject to Section 7, upon presentation and surrender thereof at the place or places specified in that notice, shall be paid at the redemption price, plus accrued interest to the redemption date. If moneys for the redemption of all of the Bonds and portions thereof to be redeemed, together with accrued interest thereon to the redemption date, are held by the Bond Registrar on the redemption date, so as to be available therefor on that date and, if notice of redemption has been deposited in the mail as aforesaid, then from and after the redemption date those Bonds and portions thereof called for redemption shall cease to bear interest and

no longer shall be considered to be outstanding. If those moneys shall not be so available on the redemption date, or that notice shall not have been deposited in the mail as aforesaid, those Bonds and portions thereof shall continue to bear interest, until they are paid, at the same rate as they would have borne had they not been called for redemption. All moneys held by the Bond Registrar for the redemption of particular Bonds shall be held in trust for the account of the registered owners thereof and shall be paid to them, respectively, upon presentation and surrender of those Bonds, provided that any interest earned on the moneys so held by the Bond Registrar shall be for the account of and paid to the City to the extent not required for the payment of the Bonds called for redemption.

Section 4. Execution and Authentication of Bonds; Appointment of Bond Registrar. The Bonds shall be signed by the Mayor and the Fiscal Officer, in the name of the City and in their official capacities, provided that either or both of those signatures may be a facsimile. The Bonds shall be issued in the Authorized Denominations and numbers as requested by the Original Purchaser and approved by the Fiscal Officer, shall be numbered as determined by the Fiscal Officer in order to distinguish each Bond from any other Bond, and shall express upon their faces the purpose, in summary terms, for which they are issued and that they are issued pursuant to the provisions of Chapter 133 of the Revised Code and this Ordinance.

The Fiscal Officer is authorized to appoint the initial Bond Registrar in the Final Terms Certificate, which may be the Fiscal Officer, or if a bank or trust company only after determining that such bank or trust company will not endanger the funds or securities of the City and that proper procedures and safeguards are available for that purpose. If determined necessary by the Fiscal Officer in the Final Terms Certificate, the Mayor and the Fiscal Officer shall sign and deliver, in the name and on behalf of the City, the Bond Registrar Agreement between the City and the Bond Registrar, in substantially the form as is now on file with the Clerk of Council. The Bond Registrar Agreement is approved, together with any changes or amendments that are not inconsistent with this Ordinance and not substantially adverse to the City and that are approved by the Fiscal Officer on behalf of the City, all of which shall be conclusively evidenced by the signing of the Bond Registrar Agreement or amendments thereto. The Fiscal Officer shall provide for the payment of the services rendered and for reimbursement of expenses incurred pursuant to the Bond Registrar Agreement, except to the extent paid or reimbursed by the Original Purchaser, from the proceeds of the Bonds to the extent available and then from other money lawfully available and appropriated or to be appropriated for that purpose.

No Bond shall be valid or obligatory for any purpose or shall be entitled to any security or benefit under the Bond proceedings unless and until the certificate of authentication printed on the Bond is signed by the Bond Registrar as authenticating agent. Authentication by the Bond Registrar shall be conclusive evidence that the Bond so authenticated has been duly issued, signed and delivered under, and is entitled to the security and benefit of, the Bond proceedings. The certificate of authentication may be signed by any authorized officer or employee of the Bond Registrar or by any other person acting as an agent of the Bond Registrar and approved by the Fiscal Officer on behalf of

the City. The same person need not sign the certificate of authentication on all of the Bonds.

Section 5. Registration; Transfer and Exchange; Book Entry System.

(a) Bond Registrar. So long as any of the Bonds remain outstanding, the City will cause the Bond Registrar to maintain and keep the Bond Register at the office satisfactory to the Fiscal Officer and the Bond Registrar. Subject to the provisions of Section 6, the person in whose name a Bond is registered on the Bond Register shall be regarded as the absolute owner of that Bond for all purposes of the Bond proceedings. Payment of or on account of the debt charges on any Bond shall be made only to or upon the order of that person; neither the City nor the Bond Registrar shall be affected by any notice to the contrary, but the registration may be changed as provided in this Section. All such payments shall be valid and effectual to satisfy and discharge the City's liability upon the Bond, including interest, to the extent of the amount or amounts so paid.

(b) Transfer and Exchange. Any Bond may be exchanged for Bonds of any Authorized Denomination upon presentation and surrender at the office of the Bond Registrar designated in the Final Terms Certificate or, if not so designated, then at the principal corporate trust office of the Bond Registrar, together with a request for exchange signed by the registered owner or by a person legally empowered to do so in a form satisfactory to the Bond Registrar. A Bond may be transferred only on the Bond Register upon presentation and surrender of the Bond at the designated office of the Bond Registrar together with an assignment signed by the registered owner or by a person legally empowered to do so in a form satisfactory to the Bond Registrar. Upon exchange or transfer the Bond Registrar shall complete, authenticate and deliver a new Bond or Bonds of any Authorized Denomination or Denominations requested by the owner equal in the aggregate to the unmatured principal amount of the Bond surrendered and bearing interest at the same rate and maturing on the same date.

If manual signatures on behalf of the City are required, the Bond Registrar shall undertake the exchange or transfer of Bonds only after the new Bonds are signed by the authorized officers of the City. In all cases of Bonds exchanged or transferred, the City shall sign and the Bond Registrar shall authenticate and deliver Bonds in accordance with the provisions of the Bond proceedings. The exchange or transfer shall be without charge to the owner, except that the City and Bond Registrar may make a charge sufficient to reimburse them for any tax or other governmental charge required to be paid with respect to the exchange or transfer. The City or the Bond Registrar may require that those charges, if any, be paid before the procedure is begun for the exchange or transfer. All Bonds issued and authenticated upon any exchange or transfer shall be valid obligations of the City, evidencing the same debt, and entitled to the same security and benefit under the Bond proceedings as the Bonds surrendered upon that exchange or transfer. Neither the City nor the Bond Registrar shall be required to make any exchange or transfer of (i) Bonds then subject to call for redemption between the 15th day preceding the mailing of notice of Bonds to be redeemed and the date of that mailing, or (ii) any Bond selected for redemption, in whole or in part.

(c) Book Entry System. Notwithstanding any other provisions of this Ordinance, if the Fiscal Officer determines in the Final Terms Certificate that it is in the best interest of and financially advantageous to the City, the Bonds may be issued in book entry form in accordance with the following provisions of this Section.

The Bonds may be issued to a Depository for use in a book entry system and, if and so long as a book entry system is utilized, (i) the Bonds may be issued in the form of a single, fully registered Bond representing each maturity and registered in the name of the Depository or its nominee, as registered owner, and immobilized in the custody of the Depository or its designated agent which may be the Bond Registrar; (ii) the book entry interest owners of Bonds in book entry form shall not have any right to receive Bonds in the form of physical securities or certificates; (iii) ownership of book entry interests in Bonds in book entry form shall be shown by book entry on the system maintained and operated by the Depository and its Participants, and transfers of the ownership of book entry interests shall be made only by book entry by the Depository and its Participants; and (iv) the Bonds as such shall not be transferable or exchangeable, except for transfer to another Depository or to another nominee of a Depository, without further action by the City.

If any Depository determines not to continue to act as a Depository for the Bonds for use in a book entry system, the Fiscal Officer may attempt to establish a securities depository/book entry relationship with another qualified Depository. If the Fiscal Officer does not or is unable to do so, the Fiscal Officer, after making provision for notification of the book entry interest owners by the then Depository and any other arrangements deemed necessary, shall permit withdrawal of the Bonds from the Depository, and shall cause Bond certificates in registered form to be authenticated by the Bond Registrar and delivered to the assigns of the Depository or its nominee, all at the cost and expense (including any costs of printing), if the event is not the result of City action or inaction, of those persons requesting such issuance.

The Fiscal Officer is hereby authorized and directed, to the extent necessary or required, to enter into any agreements, in the name and on behalf of the City, that the Fiscal Officer determines to be necessary in connection with a book entry system for the Bonds.

Section 6. Award and Sale of the Bonds.

(a) Original Purchaser Designated in Final Terms Certificate. The Bonds shall be sold at private sale to the Original Purchaser at a purchase price, not less than 97% of their aggregate principal amount, to be determined by the Fiscal Officer in the Final Terms Certificate, plus accrued interest on the Bonds from their date to the Closing Date, and shall be awarded by the Fiscal Officer with and upon such other terms as are required or authorized by this Ordinance to be specified in the Final Terms Certificate, in accordance with law and the provisions of this Ordinance and the Bond Purchase Agreement. The

Fiscal Officer is authorized, if it is determined to be in the best interest of the City, to combine the issue of Bonds with one or more other bond issues of the City into a consolidated bond issue pursuant to Section 133.30(B) of the Revised Code in which case a single Final Terms Certificate may be utilized for the consolidated bond issue if appropriate and consistent with the terms of this Ordinance.

The Fiscal Officer shall sign and deliver the Final Terms Certificate and shall cause the Bonds to be prepared and signed and delivered, together with a true transcript of proceedings with reference to the issuance of the Bonds, to the Original Purchaser upon payment of the purchase price. The Mayor, the Fiscal Officer, Director of Law, Clerk of Council and other City officials, as appropriate, each are authorized and directed to sign any transcript certificates, financial statements and other documents and instruments and to take such actions as are necessary or appropriate to consummate the transactions contemplated by this Ordinance.

If so requested by the Original Purchaser, the Mayor and the Fiscal Officer shall sign and deliver, in the name and on behalf of the City, the Bond Purchase Agreement between the City and the Original Purchaser, in substantially the form as is now on file with the Clerk of Council, providing for the sale to, and the purchase by, the Original Purchaser of the Bonds. The Bond Purchase Agreement is approved, together with any changes or amendments that are not inconsistent with this Ordinance and not substantially adverse to the City and that are approved by the Fiscal Officer on behalf of the City, all of which shall be conclusively evidenced by the signing of the Bond Purchase Agreement or amendments thereto.

(b) Primary Offering Disclosure – Official Statement. The Mayor and the Fiscal Officer, on behalf of the City and in their official capacities, are authorized to (i) prepare or cause to be prepared, and make or authorize modifications, completions or changes of or supplements to, an official statement in connection with the original issuance of the Bonds, (ii) determine, and to certify or otherwise represent, when the official statement is to be "deemed final" (except for permitted omissions) by the City or is a final official statement for purposes of SEC Rule 15c2-12(b)(1), (3) and (4), (iii) use and distribute as necessary, or authorize the use and distribution of, that official statement and any supplements thereto in connection with the original issuance of the Bonds and (iv) complete and sign that official statement as so approved together with such certificates, statements or other documents in connection with the finality, accuracy and completeness of that official statement as they deem necessary or appropriate.

(c) Agreement to Provide Continuing Disclosure. For the benefit of the holders and beneficial owners from time to time of the Bonds, if required by the Original Purchaser, the City agrees to provide or cause to be provided such financial information and operating data, audited financial statements and notices of the occurrence of certain events, in such manner as may be required for purposes of the Rule. If required by the Original Purchaser, the Mayor and the Fiscal Officer are authorized and directed to complete, sign and deliver the Continuing Disclosure Agreement, in the name and on behalf of the City, in substantially the form as is now on file with the Clerk of Council. The

Continuing Disclosure Agreement is approved, together with any changes or amendments that are not inconsistent with this ordinance and not substantially adverse to the City and that are approved by the Fiscal Officer, all of which shall be conclusively evidenced by the signing of the Continuing Disclosure Agreement.

The Fiscal Officer is further authorized and directed to establish procedures in order to ensure compliance by the City with its Continuing Disclosure Agreement, including timely provision of information and notices as described above. Prior to making any filing required under the Rule, the Fiscal Officer shall consult with and obtain legal advice from, as appropriate, the Director of Law and/or bond or other qualified independent special counsel selected by the City. The Fiscal Officer, acting in the name and on behalf of the City, shall be entitled to rely upon any such legal advice in determining whether a filing should be made. The performance by the City of its Continuing Disclosure Agreement shall be subject to the annual appropriation of any funds that may be necessary to perform it.

(d) Application for Rating or Bond Insurance; Financing Costs. If, in the judgment of the Fiscal Officer, the filing of an application for (A) a rating on the Bonds by one or more nationally-recognized rating agencies, or (B) a policy of insurance from a company or companies to better assure the payment of principal of and interest on the Bonds, is in the best interest of and financially advantageous to this City, the Fiscal Officer is authorized to prepare and to submit those applications, to provide to each such agency or company such information as may be required for the purpose, and to provide further for the payment of the cost of obtaining each such rating or policy, except to the extent paid by the Original Purchaser, from the proceeds of the Bonds to the extent available and otherwise from any other funds lawfully available and that are appropriated or to be appropriated for that purpose. The Fiscal Officer is hereby authorized, to the extent necessary or required, to enter into any agreements, in the name of and on behalf of the City, that the Fiscal Officer determines to be necessary in connection with the engagement of a financial advisor or of obtaining that bond insurance.

The expenditure of the amounts necessary to secure those rating(s) and to pay the other financing costs (as defined in Section 133.01 of the Revised Code) in connection with the Bonds, to the extent not paid by the Original Purchaser, is authorized and approved, and the Fiscal Officer is authorized to provide for the payment of any such amounts and costs from the proceeds of the Bonds to the extent available and otherwise from any other funds lawfully available that are appropriated or shall be appropriated for that purpose.

Section 7. Refunding; Call of Refunded Bonds. This Council determines that it is necessary and in the best interest of the City to refund the Refunded Bonds. The Fiscal Officer is authorized and directed to give to the bond registrar for the Refunded Bonds, or its successor as the authenticating agent, bond registrar, transfer agent and paying agent for the Refunded Bonds, written notice of the call for redemption, and the Refunded Bonds shall be redeemed in accordance with the Original Bond Legislation. The City covenants for the benefit of the holders of the Refunded Bonds and of the Bonds, that it will at no time on or after the Closing Date take actions to modify or rescind that call for prior redemption,

and that it will take, and will cause the bond registrar and paying agent for the Refunded Bonds to take, all steps required by the terms of the Refunded Bonds to make and perfect that call for prior redemption.

Section 8. Escrow Trustee. The Fiscal Officer is authorized to appoint an Escrow Trustee in the Final Terms Certificate after determining that such bank or trust company will not endanger the funds or securities of the City and that proper procedures and safeguards are available for that purpose. The Escrow Trustee is authorized and directed to cause notice of the refunding of the Refunded Bonds to be given in accordance with the Escrow Agreement. The Fiscal Officer shall sign and deliver, in the name and on behalf of the City, the Escrow Agreement between the City and the Escrow Trustee, in substantially the form as is now on file with the Clerk of Council. The Escrow Agreement is approved, together with any changes or amendments that are not inconsistent with this Ordinance and not substantially adverse to the City and that are approved by the Fiscal Officer on behalf of the City, all of which shall be conclusively evidenced by the signing of the Escrow Agreement or amendments thereto. The Fiscal Officer shall provide for the payment of the services rendered and for reimbursement of expenses incurred pursuant to the Escrow Agreement, except to the extent paid or reimbursed by the Original Purchaser, from the proceeds of the Bonds to the extent available and then from other money lawfully available and appropriated or to be appropriated for that purpose.

Section 9. Escrow Fund. There is created under the Escrow Agreement a trust fund designated the "City of North Canton 2007/2011 Bonds Escrow Fund" which shall be held and maintained by the Escrow Trustee in trust for the registered owners of the Refunded Bonds and is pledged for the payment of principal of and interest on the Refunded Bonds, all in accordance with the provisions of the Escrow Agreement. The Fiscal Officer is hereby authorized and directed to pay to the Escrow Trustee for deposit in the Escrow Fund (i) any funds on deposit in the Bond Retirement Fund for the payment of debt charges on the Refunded Bonds and (ii) all of the proceeds from the sale of the Bonds, except any accrued interest and any proceeds to be used for the payment of any expenses properly allocable to the refunding of the Refunded Bonds or the issuance of the Bonds as determined by the Fiscal Officer. Those funds are appropriated and shall be applied to pay principal of and interest on the Refunded Bonds, as provided in the Escrow Agreement.

The funds so deposited in the Escrow Fund shall be (a) held in cash to the extent that they are not needed to make the investments hereinafter described and (b) invested in direct obligations of, or obligations guaranteed as to payment by, the United States of America (within the meaning of Section 133.34(D) of the Revised Code) that mature or are subject to redemption by and at the option of the holder, in amounts sufficient, together with any uninvested cash in the Escrow Fund but without further investment or reinvestment, for the payment of the principal of and interest on the Refunded Bonds as provided in the Escrow Agreement.

If U.S. Treasury Securities – State and Local Government Series are to be purchased for the Escrow Fund, the Fiscal Officer, the Original Purchaser and the Escrow Trustee are

hereby specifically authorized to file, on behalf of the City, subscriptions for the purchase and issuance of those U.S. Treasury Securities – State and Local Government Series.

Section 10. Application of Proceeds. The proceeds from the sale of the Bonds (except any accrued interest and any proceeds to be used for the payment of any expenses properly allocable to the refunding of the Refunded Bonds or the issuance of the Bonds as determined by the Fiscal Officer) shall be paid into the Escrow Fund as provided in Section 9. Any proceeds to be used for the payment of any expenses properly allocable to the refunding of the Refunded Bonds or the issuance of the Bonds, as determined by the Fiscal Officer, shall be paid into the proper fund or funds. Any proceeds representing accrued interest shall be paid into the Bond Retirement Fund. The proceeds from the sale of the Bonds (except any accrued interest) are appropriated and shall be used for the purpose for which the Bonds are being issued.

Section 11. Provisions for Tax Levy. During the year or years in which the Bonds are outstanding, there shall be levied on all the taxable property in the City, in addition to all other taxes, a direct tax annually in an amount sufficient to pay the debt charges on the Bonds when due, which tax shall not be less than the interest and sinking fund tax required by Section 11 of Article XII of the Ohio Constitution. The tax shall be within the ten-mill limitation imposed by law, shall be and is ordered computed, certified, levied and extended upon the tax duplicate and collected by the same officers, in the same manner, and at the same time that taxes for general purposes for each of those years are certified, levied, extended and collected, and shall be placed before and in preference to all other items and for the full amount thereof. The proceeds of the tax levy shall be placed in the Bond Retirement Fund, which is irrevocably pledged for the payment of the debt charges on the Bonds when and as the same fall due. In each year, to the extent other funds are available, including revenues from the municipal waterworks system, for the payment of the debt charges on the Bonds and is appropriated for that purpose, the tax shall be reduced by the amount of other funds and revenues so available and appropriated.

Section 12. Federal Tax Considerations. The City covenants that it will use, and will restrict the use and investment of, the proceeds of the Bonds in such manner and to such extent as may be necessary so that (a) the Bonds will not (i) constitute private activity bonds, arbitrage bonds or hedge bonds under Section 141, 148 or 149 of the Internal Revenue Code of 1986, as amended (the Code), or (ii) be treated other than as bonds to which Section 103 of the Code applies, and (b) the interest thereon will not be an item of tax preference under Section 57 of the Code.

The City further covenants that (a) it will take or cause to be taken such actions that may be required of them for the interest on the Bonds to be and to remain excluded from gross income for federal income tax purposes, (b) it will not take or authorize to be taken any actions that would adversely affect that exclusion and (c) it, or persons acting for them, will, among other acts of compliance, (i) apply the proceeds of the Bonds to the governmental purposes of the borrowing, (ii) restrict the yield on investment property, (iii) make timely and adequate payments to the federal government, (iv) maintain books and records and make calculations and reports, and (v) refrain from certain uses of those

proceeds and, as applicable, of property financed with such proceeds, all in such manner and to the extent necessary to assure such exclusion of that interest under the Code.

The Fiscal Officer, or any other officer of the City having responsibility for the issuance of the Bonds is hereby authorized (a) to make or effect any election, selection, designation (including specifically designation of the Bonds as "qualified tax-exempt obligations"), choice, consent, approval or waiver on behalf of the City with respect to the Bonds as the City is permitted or required to make or give under the federal income tax laws, including, without limitation thereto, any of the elections provided for in Section 148(f)(4)(C) of the Code or available under Section 148 of the Code, for the purpose of assuring, enhancing or protecting the favorable tax treatment or status of the Bonds or interest thereon or assisting compliance with requirements for that purpose, reducing the burden or expense of such compliance, reducing the rebate amount or payments or penalties, or making payments of special amounts in lieu of making computations to determine, or paying, excess earnings as rebate, or obviating those amounts or payments, as determined by that officer, which action shall be in writing and signed by the officer, (b) to take any and all other actions, make or obtain calculations, make payments, and make or give reports, covenants and certifications of and on behalf of the City, as may be appropriate to assure the exclusion of interest from gross income and the intended tax status of the Bonds, and (c) to give one or more appropriate certificates of the City, for inclusion in the transcript of proceedings for the Bonds, setting forth the reasonable expectations of the City regarding the amount and use of all the proceeds of the Bonds, the facts, circumstances and estimates on which they are based, and other facts and circumstances relevant to the tax treatment of the interest on and the tax status of the Bonds.

Each covenant made in this Section with respect to the Bonds is also made with respect to all issues any portion of the debt charges on which is paid from proceeds of the Bonds (and, if different, the original issue and any refunding issues in a series of refundings), to the extent such compliance is necessary to assure exclusion of interest on the Bonds from gross income for federal income tax purposes, and the officers identified above are authorized to take actions with respect to those issues as they are authorized in this Section to take with respect to the Bonds.

Section 13. Certification and Delivery of Ordinance and Final Terms Certificate. The Clerk of Council is directed to deliver or cause to be delivered a certified copy of this Ordinance and a signed copy of the Final Terms Certificate to the Stark County Auditor.

Section 14. Retention of Bond Counsel. The legal services of Squire Patton Boggs (US) LLP, as bond counsel, be and are hereby retained. The legal services shall be in the nature of legal advice and recommendations as to the documents and the proceedings in connection with the issuance and sale of the Bonds and the rendering of the necessary legal opinion upon the delivery of the Bonds. In rendering those legal services, as an independent contractor and in an attorney-client relationship, that firm shall not exercise any administrative discretion on behalf of the City in the formulation of public policy, expenditure of public funds, enforcement of laws, rules and regulations of the State, the City or any other political subdivision, or the execution of public trusts. That

firm shall be paid just and reasonable compensation for those legal services and shall be reimbursed for the actual out-of-pocket expenses it incurs in rendering those legal services, whether or not the Bonds are ever issued. The Fiscal Officer is authorized and directed to make appropriate certification as to the availability of funds for those fees and any reimbursement and to issue an appropriate order for their timely payment as written statements are submitted by that firm.

Section 15. Satisfaction of Conditions for Bond Issuance. This Council determines that all acts and conditions necessary to be performed by the City or to have been met precedent to and in the issuing of the Bonds in order to make them legal, valid and binding general obligations of the City have been performed and have been met, or will at the time of delivery of the Bonds have been performed and have been met, in regular and due form as required by law; that the full faith and credit and general property taxing power (as described in Section 11) of the City are pledged for the timely payment of the debt charges on the Bonds; and that no statutory or constitutional limitation of indebtedness or taxation will have been exceeded in the issuance of the Bonds.

Section 16. Compliance with Open Meeting Requirements. This Council finds and determines that all formal actions of this Council and of any of its committees concerning and relating to the passage of this Ordinance were taken in open meetings of this Council or committees, and that all deliberations of this Council and of any of its committees that resulted in those formal actions were in meetings open to the public, all in compliance with the law.

Section 17. Statement of Emergency; Effective Date. This Ordinance is declared to be an emergency measure necessary for the immediate preservation of the public peace, health and safety of this City, and for the further reason that this Ordinance is required to be immediately effective in order to issue and sell the Bonds, which is necessary to enable the City to refund at a lower cost the Refunded Bonds upon terms in the best interest of and advantageous to the City and thereby to achieve savings available under current favorable market conditions; wherefore, provided it receives the affirmative vote of six or more members of Council elected thereto, this ordinance shall take effect and be in full force immediately upon its adoption by Council and approval by the Mayor. Otherwise, it shall take effect and be in force from and after the earliest period allowed by law.

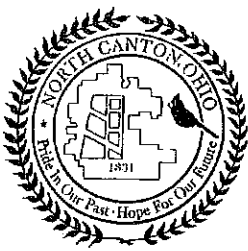
Passed in Council this _____ day of _____ 2016

David Held, Mayor

Signed: _____, 2016

ATTEST:

Mary Beth Bailey, Clerk of Council



145 North Main St. · North Canton, OH 44720

Phone: 330-499-3466 Fax: 330-499-2960

karen@northcantonohio.com

CITY OF NORTH CANTON

Karen Alger

Director of Finance

January 4, 2016

TO: Daniel Peters
President of Council

RE: Bond Ordinance – Refunding of GO Bonds

Please place the above subject matter on the next available Committee of the Whole agenda for discussion of authorizing the refunding (refinancing) of the City's 2007 Water System Improvement Bonds and the City's Series 2011 A Various Purpose Bonds for significant savings. Squire, Patton Boggs LLP will be preparing the legislation for the bonds which will include an emergency clause in order to have enough time to issue the bonds.

Respectfully submitted,

Karen Alger
Director of Finance

RECEIVED

JAN 04 2016

COUNCIL OFFICE
NORTH CANTON, OHIO